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प्राधिकार से प्रकाशित
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सं. 01] नई दिल्ली, जनवरी 5—जनवरी 11, 2020, शनिवार/पौष 15—पौष 21, 1941
No. 01] NEW DELHI, JANUARY 5—JANUARY 11, 2020, SATURDAY/PAUSHA 15—PAUSHA —21, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 3 जनवरी, 2020

का.आ. 01.—सरकार, एतद्वारा, वित्तीय सेवाएं विभाग, वित्त मंत्रालय में अपर सचिव श्री पंकज जैन को उनके वर्तमान उत्तरदायित्वों के साथ-साथ, दिनांक 13.12.2019 से तीन माह की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, पेंशन निधि विनियामक और विकास प्राधिकरण (पीएफआरडीए) के अध्यक्ष का अतिरिक्त प्रभार सौंपती है।

[फा. सं. 19/4/2019-पीआर]

मदनेश कुमार मिश्र, संयुक्त सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 3rd January, 2020

S.O. 01.—Government hereby assigns the additional charge of Chairperson, Pension Fund Regulatory and Development Authority to Shri Pankaj Jain, Additional Secretary, Department of Financial Services, Ministry of Finance, in addition to his present responsibilities, with effect from 13.12.2019, for a period of three months or until further orders, whichever is earlier.

[F. No. 19/4/2019-PR]

MADNESH KUMAR MISHRA, Jt. Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 31 दिसम्बर, 2019

का.आ. 02.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के दूतावास, रियाद में श्री मो. शमस रजा, सहायक अनुभाग अधिकारी, को दिनांक 31 दिसम्बर 2019 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2016]

टी. अजुंगला जामिर, निदेशक (सी.पी.वी.)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 31st December, 2019

S.O. 02.—Statutory Order: In pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Mohammad Shams Raza, Assistant Section Officer in the Embassy of India, Riyadh as Assistant Consular Officer to perform Consular services with effect from 31 December, 2019.

[No. T-4330/01/2016]

T. AJUNGLA JAMIR, Director (CPV)

नई दिल्ली, 31 दिसम्बर, 2019

का. आ. 03.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, दुबई में श्री रवि कुमार रामुका, सहायक अनुभाग अधिकारी को दिनांक 31 दिसम्बर 2019 से सहायक कौंसुलर अधिकारियों के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/03/2018]

टी. अजुंगला जामिर, निदेशक (सी.पी.वी.)

New Delhi, the 31st December, 2019

S.O. 03.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Ravi Kumar Ramuka, Assistant Section Officer as Assistant Consular Officer in Consulate General of India, Dubai to perform the Consular services with effect from 31 December, 2019 .

[No. T-4330/03/2018]

T. AJUNGLA JAMIR, Director (CPV)

नई दिल्ली, 31 दिसम्बर, 2019

का.आ. 04.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद् द्वारा, केंद्र सरकार भारत के कोंसुलावास, सन फ्रांसिस्को में सुश्री विजयलक्ष्मी सांगवान, सहायक अनुभाग अधिकारी को दिनांक 03 दिसम्बर, 2019 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2015]

टी. अजुंगला जामिर, निदेशक (सी.पी.वी.)

New Delhi, the 31st December, 2019

S.O. 04.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorizes Ms. Vijaylaxmi Sangwan, Assistant Section Officer in Consulate of India, San Francisco to perform the Consular services as Assistant Consular Officer with effect from 03 December, 2019.

[No. T-4330/01/2015]

T. AJUNGLA JAMIR, Director (CPV)

नई दिल्ली, 31 दिसम्बर, 2019

का.आ. 05.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद् द्वारा, केंद्र सरकार भारत के दूतावास, वाशिंगटन में निम्नलिखित कर्मचारियों को दिनांक 03 दिसम्बर, 2019 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

- (1) श्री जितेंद्र कुमार सिन्हा, सहायक अनुभाग अधिकारी
- (2) श्री सोनम जांगपो, सहायक अनुभाग अधिकारी
- (3) श्री जितेन्द्र कुमार, सहायक अनुभाग अधिकारी

[सं. टी-4330/03/2019]

टी. अजुंगला जामिर, निदेशक (सी.पी.वी.)

New Delhi, the 31st December, 2019

S.O. 05.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorizes the following officials in Embassy of India, Washington to perform the consular services as Assistant Consular Officers with effect from 03 December, 2019.

- (i) Shri Jitendra Kumar Sinha, Assistant Section Officer
- (ii) Shri Sonam Zangpo, Assistant Section Officer
- (iii) Shri Jitender Kumar, Assistant Section Officer

[No. T-4330/03/2019]

T. AJUNGLA JAMIR, Director (CPV)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 2 जनवरी, 2020

का.आ. 06.—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप-हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री बी. वेंकटेशु, सक्षम प्राधिकारी (आंध्र प्रदेश), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर.टी.सी. कॉम्प्लेक्स के पास, विशाशापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

जिला : श्रीकाकुलम			राज्य : आंध्र प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
नरासन्नापेटा	कंबाकाया	193/1	0	0	99
		193/5	0	0	8
		193/6	0	0	5
		191/1	0	7	5
		191/2	0	0	28
		190/2	0	1	86
		190/4A	0	1	70
		190/5A	0	0	94
		189/5	0	1	17
		189/6	0	1	23
		174/14c	0	0	53
		174/13c	0	0	63
		174/10c	0	2	64
		171/4	0	0	20
		171/10	0	0	28

जिला : श्रीकाकुलम			राज्य : ओडिशा प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
		171/7	0	2	59
		171/5	0	1	93
		170/2	0	0	28
		169/14	0	1	38
		169/18	0	1	39
		169/21	0	1	69
		167/6	0	0	9
		163/10A2	0	0	98
		158/10	0	3	71
		156/8	0	1	1
		156/3	0	6	40
		155/7	0	0	23
		163/11B	0	0	81
		158/8	0	0	21
		163/15	0	1	22
नरासन्नापेटा	करागाम	80/1	0	2	24
		79/17	0	0	45
		79/13	0	1	9
		77/15	0	0	5
		77/8	0	0	5
		77/9	0	0	31
		77/7	0	0	30
		77/1	0	0	7
		72/14	0	1	8
		73/14	0	0	34
		73/1	0	0	17
		70/18	0	0	13
		70/4	0	0	91
		27/5	0	0	4
		27/4	0	1	93
		27/3	0	1	49
		21/12	0	0	18
		22/4	0	0	15

जिला : श्रीकाकुलम			राज्य : ओडिशा प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
		23/1B	0	0	47
		24/1	0	2	4
		24/2	0	1	43
		10/11	0	0	44
		10/12	0	1	72
		10/10	0	0	25
		10/9	0	0	74
		77/16	0	0	11
		27/6	0	0	11
नरासन्नापेटा	नरसिंगापल्लि	51/7	0	1	13
		51/6	0	1	25
		51/5	0	0	58
		50/3	0	0	26
		49/3	0	0	3
		49/4	0	0	22
		49/6	0	1	57
		49/7B	0	3	4
		12/1	0	2	38
		5/2	0	0	44
नरासन्नापेटा	कुदाम	69/5	0	4	30
		69/3	0	0	18
		69/1	0	3	33
		48/3	0	2	28
		46/4	0	1	8
		35/1	0	2	14
		35/6	0	0	9
		36/2	0	0	73
		41/11	0	0	41
		41/10	0	3	30
		41/1	0	1	86
		40/1	0	3	1

जिला : श्रीकाकुलम			राज्य : ओडिशा प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
		40/2	0	0	12
		46/5	0	0	11
नरासन्नापेटा	बसिवलासा	8/1	0	0	94
		1/4	0	2	10
		2/2	0	2	61
		2/7	0	1	20
		2/6a	0	2	35
नरासन्नापेटा	बालासीमा	10/2	0	1	93
		22	0	3	27
		30	0	0	54
		20/3	0	0	8
		20/2	0	0	94
		18	0	1	9
		33/1	0	0	15
		33/2	0	0	13
		33/3	0	1	43
		33/5	0	0	22
		37/1	0	0	54
		39	0	1	99
		41	0	0	21
नरासन्नापेटा	उर्लाम	70/2C	0	0	80
		70/2A	0	10	99
		70/3A	0	0	29
		47/10	0	1	59
		47/11	0	2	33
		38/3	0	0	98
		38/2	0	0	52
		30/3	0	1	4
		29/2	0	0	47
		206/5	0	1	10

जिला : श्रीकाकुलम			राज्य : ओडिशा प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
		204/4	0	1	59
		203/2	0	0	9
		218/2	0	0	34
		216/2	0	0	81
		216/3	0	2	17
		215/4	0	3	45
		214/3A	0	1	93
		214/3C	0	3	24
		214/4A	0	3	34
		214/4	0	2	43
		214/3B	0	0	21
		214/4A	0	2	23
नरासन्नापेटा	नरसिंगुरायडुपेटा	421/14	0	0	37
		421/17	0	0	99
		422	0	5	86
		426/6	0	1	25
		427	0	1	50
		421/15	0	0	21
		421/18	0	0	21
नरासन्नापेटा	लुकालाम	292/3	0	2	47
		292/4	0	0	27
		292/5	0	0	9
		292/7	0	0	11
		292/8	0	0	13
		292/10	0	0	64
		293/7	0	0	6
		293/8	0	0	78
		293/10	0	0	1
		292/2	0	0	21

[फा. सं. आर-11025(11)/252/2017-ओआर-I/ई-21033]

पी. सोमाकुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 2nd January, 2020

S.O. 06.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. B.Venkatesu, Competent Authority (Andhra Pradesh) Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad Pipeline Project, 4th floor, LIC Annexe Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

DISTRICT : SRIKAKULAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
NARASANNAPETA	KAMBAKAYA	193/1	0	0	99
		193/5	0	0	8
		193/6	0	0	5
		191/1	0	7	5
		191/2	0	0	28
		190/2	0	1	86
		190/4A	0	1	70
		190/5A	0	0	94
		189/5	0	1	17
		189/6	0	1	23
		174/14c	0	0	53
		174/13c	0	0	63
		174/10c	0	2	64
		171/4	0	0	20
		171/10	0	0	28
		171/7	0	2	59
		171/5	0	1	93
		170/2	0	0	28
		169/14	0	1	38
		169/18	0	1	39
		169/21	0	1	69
		167/6	0	0	9
		163/10A2	0	0	98
		158/10	0	3	71
		156/8	0	1	1
		156/3	0	6	40
		155/7	0	0	23
		163/11B	0	0	81
		158/8	0	0	21
		163/15	0	1	22
NARASANNAPETA	KARAGAM	80/1	0	2	24
		79/17	0	0	45
		79/13	0	1	9
		77/15	0	0	5
		77/8	0	0	5
		77/9	0	0	31

DISTRICT : SRIKAKULAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
		77/7	0	0	30
		77/1	0	0	7
		72/14	0	1	8
		73/14	0	0	34
		73/1	0	0	17
		70/18	0	0	13
		70/4	0	0	91
		27/5	0	0	4
		27/4	0	1	93
		27/3	0	1	49
		21/12	0	0	18
		22/4	0	0	15
		23/1B	0	0	47
		24/1	0	2	4
		24/2	0	1	43
		10/11	0	0	44
		10/12	0	1	72
		10/10	0	0	25
		10/9	0	0	74
		77/16	0	0	11
		27/6	0	0	11
NARASANNAPETA	NARASINGAPALLI	51/7	0	1	13
		51/6	0	1	25
		51/5	0	0	58
		50/3	0	0	26
		49/3	0	0	3
		49/4	0	0	22
		49/6	0	1	57
		49/7B	0	3	4
		12/1	0	2	38
		5/2	0	0	44
NARASANNAPETA	KUDHDAM	69/5	0	4	30
		69/3	0	0	18
		69/1	0	3	33
		48/3	0	2	28
		46/4	0	1	8
		35/1	0	2	14
		35/6	0	0	9
		36/2	0	0	73
		41/11	0	0	41
		41/10	0	3	30
		41/1	0	1	86
		40/1	0	3	1
		40/2	0	0	12
		46/5	0	0	11
NARASANNAPETA	BASIVALASA	8/1	0	0	94
		1/4	0	2	10
		2/2	0	2	61
		2/7	0	1	20
		2/6a	0	2	35
NARASANNAPETA	BALASIMA	10/2	0	1	93
		22	0	3	27

DISTRICT : SRIKAKULAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
		30	0	0	54
		20/3	0	0	8
		20/2	0	0	94
		18	0	1	9
		33/1	0	0	15
		33/2	0	0	13
		33/3	0	1	43
		33/5	0	0	22
		37/1	0	0	54
		39	0	1	99
		41	0	0	21
NARASANNAPETA	URLAM	70/2C	0	0	80
		70/2A	0	10	99
		70/3A	0	0	29
		47/10	0	1	59
		47/11	0	2	33
		38/3	0	0	98
		38/2	0	0	52
		30/3	0	1	4
		29/2	0	0	47
		206/5	0	1	10
		204/4	0	1	59
		203/2	0	0	9
		218/2	0	0	34
		216/2	0	0	81
		216/3	0	2	17
		215/4	0	3	45
		214/3A	0	1	93
		214/3C	0	3	24
		214/4A	0	3	34
		214/4	0	2	43
		214/3B	0	0	21
		214/4A	0	2	23
NARASANNAPETA	NARASINGURAYUDUPETA	421/14	0	0	37
		421/17	0	0	99
		422	0	5	86
		426/6	0	1	25
		427	0	1	50
		421/15	0	0	21
		421/18	0	0	21
NARASANNAPETA	LUKALAM	292/3	0	2	47
		292/4	0	0	27
		292/5	0	0	9
		292/7	0	0	11
		292/8	0	0	13
		292/10	0	0	64
		293/7	0	0	6
		293/8	0	0	78
		293/10	0	0	1
		292/2	0	0	21

[F. No. R-11025(11)/252/2017-OR-I/E-21033]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 2 जनवरी, 2020

का.आ. 07.—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप-हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से ऊपबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री बी. वेंकटेशु, सक्षम प्राधिकारी (आंध्र प्रदेश), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर.टी.सी. कॉम्पलेक्स के पास, विशाखापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

जिला : विशाखापटनम			राज्य : आंध्र प्रदेश		
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
सब्बावरम	असकापल्लि	84/27	00	00	39
		84/26	00	01	02
सब्बावरम	दोंगलामर्री सीतारामपुरम	41/1	00	00	22
मुनगापाका	पाटिपल्लि	127/4	00	01	11
		138/5	00	00	13
		139/19	00	05	53
		170/18	00	01	21
		183	00	00	24
मुनगापाका	काकरपल्ली	186	00	00	73
		192	00	02	25

नक्कापल्लि	चिनादोड्डिगल्लु	226/2	00	15	69
		351	00	07	34

[फा. सं. आर-11025(11)/252/2017-ओआर-I/ई-21033]

पी. सोमाकुमार, अवर सचिव

New Delhi, the 2nd January, 2020

S.O. 07.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. B.Venkatesu, Competent Authority (Andhra Pradesh) Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad Pipeline Project, 4th floor, LIC Annexe Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

DISTRICT : VISAKHAPATNAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
SABBAVARAM	ASAKAPALLI	84/27	00	00	39
		84/26	00	01	02
SABBAVARAM	DONGALAMARRI SITARAMPURAM	41/1	00	00	22
MUNAGAPAKA	PATIPALLI	127/4	00	01	11
		138/5	00	00	13
		139/19	00	05	53
		170/18	00	01	21
		183	00	00	24
MUNAGAPAKA	KAKARAPALLI	186	00	00	73
		192	00	02	25
NAKKAPALLI	CHINADODDIGALLU	226/2	00	15	69
		351	00	07	34

[F. No. R-11025(11)/252/2017-OR-I/E-21033]

P. SOMAKUMAR, Under Secy.

[illegible]

1. ग्राम कंसामुंडा में अर्जित किए गए प्लॉट संख्यांक : 4406/4905, 1691/4893, 1694/4894, 1913, 1914, 1915, 1924, 1925, 1928, 1933, 1926, 1927, 1929, 1932/4377, 1930, 1931, 1932, 3970/4350, 4042/4966, 4042/4967.
 2. ग्राम कनिहा में अर्जित किए गए प्लॉट संख्यांक : 1596, 926/1775, 1559/1687, 1597, 1598, 1599/1780, 910/1839, 1006/1821, 1006/1799, 1006/1820, 1638/1824, 1638/1836, 1639/1837, 1638/1835, 1638/1833, 1638/1823, 741/1825, 741/1826, 1595, 1599, 1598/1691, 1595/1745.
 3. ग्राम छेलिया में अर्जित किए गए प्लॉट संख्यांक : 1231/1681.
 4. ग्राम पथरामुंडा में अर्जित किए गए प्लॉट संख्यांक : 1335, 228/3328, 120/3265, 120/3457.
 5. ग्राम तेलीसिंधा में अर्जित किए गए प्लॉट संख्यांक : 2051/2533.
 6. ग्राम गुंडुरीनाली में अर्जित किए गए प्लॉट संख्यांक : 1039/1707.
- अर्जित किए गए भूमि का विवरण नीचे सारणी में दिया गया है:-

सारणी

ग्राम	खाता सं.	प्लॉट सं.	किस्म	क्षेत्र (एकड़ में)	अभिलिखित अभिधृति (आरटी) का नाम	आर.टी. के पिता का नाम	मोबाइल संख्या	टिप्पणियां
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
कंसामुंडा	252/16	4406/4905	टी/1	0.16	थबीर चन्द्रा प्रधान	घासीनाथ प्रधान	9937293293	अभिधृति भूमि
	251	1691/4893	एस/1	0.17	हादी, झारू, बिस्वाल	नीता बिस्वाल	9778772929	-वही-
		1694/4894	एस/1	0.07	वही	वही	वही	वही
	14	1913	एस/2	0.01	ऊजल साहू और साहेब, खागा साहू	पति पंजई साहू और सुपुत्र कथई साहू	9861221444	वही
	137	1914	एस/2	0.01	प्रदीप कुमार साहू और गुआ साहू	हरमोहन साहू और पति बिम्बाधर साहू	9178275083	वही
	221	1915	एस/2	0.02	रामा चन्द्रा स्वैन, जडुनाथ स्वैन	बैझाली स्वैन	7894001308	वही
	252/357	1924	एस/2	0.03	बंसीधर साहू	सुकरू साहू	9861124768	वही
	203	1925	एस/2	0.02	मदन बिस्वाल, सनखली और अराखिता बिस्वाल	मगुनी बिस्वाल और भिकरी बिस्वाल	7008471951	वही
		1928	एस/2	0.01	वही	वही	वही	वही
		1933	एस/2	0.09	वही	वही	वही	वही
	60	1926	एस/2	0.02	चखन्दी साहू	पति ईश्वर साहू	उपलब्ध नहीं	वही

		1927	एस/2	0.01	वही	वही	वही	वही
	48	1929	एस/2	0.01	गोकुलचन्द्रा, नरोत्तम, बिशा, सुफाला बेहरा.	सानू बेहरा	7894225012	वही
		1932/ 4377	एस/2	0.01	वही	वही	वही	वही
	90	1930	एस/2	0.01	दया, बिदेशी, गोबिंदा बेहरा और नीलामणि, पूर्णचन्द्रा, दिवाकर बेहरा.	मधु बेहरा और महारगा बेहरा	9668748908	वही
	32	1931	एस/2	0.03	कुलमणि गांधी, चन्द्री, गुरुबरी, बुधई, मांजरी स्वैन	इकदुसिया स्वैन	9437595554	वही
	197	1932	एस/2	0.02	भागीरथी ऊछाव, खाऊदुनी स्वैन	सुरेन्द्रा स्वैन	9777144001	वही
	204	3970/ 4350	टी/2	0.20	मदन बिस्वाल	मगुनी बिस्वाल	7008471951	वही
	252/ 73	4042/ 4966	एस/1	0.12	महाप्रसाद प्रधान	नाबाघन प्रधान	9778321191	वही
	252/ 74	4042/ 4967	एस/1	0.08	भूवनेश्वरी प्रधान	प्रताप चन्द्रा प्रधान	8763760151	वही
कुल: (ग्राम कंसासुंडा): 1.11 एकड़								
कनिहा	22	1596	एस/3	0.10	घाना बहेरा	हाडी बहेरा	उपलब्ध नहीं	अभिधृति भूमि
	58	926/ 1775	टी/2	0.25	प्राणाबंधु, पदमानव, प्रहलाद चन्द्रा प्रधान और प्रताप चन्द्र प्रधान, प्रवीन कुमार प्रधान.	परमानंदा प्रधान और नीलाम्बर प्रधान	9439351218	वही
	59	1559/ 1687	टी/2	0.10	पीताम्बर देहुरे	साहेब देहुरे	9861614575	वही
	80	1597	एस/3	0.12	मऊदा नायक और गिरधारी, दया, रतना, पंकज नायक	पत्नी – बसु नायक और सुपुत्र साना नायक	7873572110	वही
		1598	एस/3	0.05	वही	वही	वही	वही
		1599/ 1780	टी/2	0.13	वही	वही	वही	वही
	108/6	910/ 1839	जीबी	0.04	भूवनेश्वरी प्रधान	प्रताप चन्द्रा प्रधान	8763760151	वही
	108/8	1006/	जीबी	0.22	थाबीर चन्द्रा	भास्कर साहू	9437486897	वही

		1821			साहू			
	108/9	1006/ 1799	जीबी	0.22	नबाघान प्रधान	सुदर्शन प्रधान	9778321191	वही
	108/11	1006/ 1820	जीबी	0.22	रमेश चन्द्र साहू	बाजी साहू	9861336041	वही
	99/32	1638/ 1824	एस/3	0.09	संजीव कुमार साहू और सुशील कुमार साहू	वंसीधर साहू और बिध्याधर साहू	8637252744	वही
		1638/ 1836	एस/3	0.04	वही	वही	वही	वही
		1639/ 1837	एस/3	0.11	वही	वही	वही	वही
	99/28	1638/ 1835	एस/3	0.200	चंद्रामणि नायक, गौरंग चरन नायक	देवहारी नायक	9437616041	वही
	108/2	1638/ 1833	जीबी	0.025	त्रिलोचन प्रधान	चंद्रमणि प्रधान	7077951758	वही
	99/24	1638/ 1823	एस/3	0.025	नरेश चन्द्र साहू	नित्यानंद साहू	9437147296	वही
	99/16	741/ 1825	एस/1	0.300	पलऊ नायक	मदन नायक	7978172909	वही
	99/17	741/ 1826	एस/1	0.290	संस्कार नायक	पलऊ नायक	7978172909	वही
कुल: 2.53 एकड़								
	106	1595	टी/2	0.15	अनाबदी (सरकारी)	सरकारी	उपलब्ध नहीं	सरकारी भूमि
		1599	टी/2	0.85	वही	वही	वही	वही
		1598/ 1691	एस/3	0.05	वही	वही	वही	वही
		1595/ 1745	एस/3	0.07	वही	वही	वही	वही
कुल: 1.12 एकड़								
कुल (ग्राम कनिहा) : 2.53 एकड़ + 1.12 एकड़ =								
3.65 एकड़ (काश्तकारी भूमि + सरकारी भूमि)								
छेलिया	146	1231/ 1681	टी/2	0.08	हदीबंधु साहू	सटरू साहू	9437234315	अभिधृति भूमि
कुल: (ग्राम छेलिया): 0.08 एकड़								
पथरामुंडा	76	1335	एस/2	0.05	पानू, करूणा, मामी, उतमा सुरूमा साहू	भाजी साहू	9778417910	अभिधृति भूमि
	147	228/ 3328	एस/2	0.04	सागर साहू	कल्याण साहू	7381320512	वही
	92	120/ 3265	टी/2	0.92	बीटा साहू	हादी साहू	9337976852	वही
	166/19	120/ 3457	जीबी	0.16	मोहन साहू नकूल साहू, दिवाकर साहू,	बीटा साहू	9337976852	वही

					नीलादरी साहू			
	कुल: (ग्राम पथरामुंडा): 1.17 एकड़							
तेलीसिंघा	31	2051/ 2533	एस/1	0.10	कुतरथा साहू	कपिला साहू	9668649760	अभिधृति भूमि
	कुल: (ग्राम तेलीसिंघा): 0.10 एकड़							
गुंडुरीनाली	110	1039/ 1707	पतिता	0.06	सत्यनारायण गणनायक, आशा दास, दुहिता दास, देई मोहंते, केरा मोहंते और दीवाकर गणनायक, जानकी सिंह	स्वैपनेश्वर गणनायक और अधिकारी गणनायक	8763021600	अभिधृति भूमि
	कुल: (ग्राम गुंडुरीनाली): 0.06 एकड़ कुल जोड़ : 6.17 एकड़							

सीमा विवरण:**ब्लॉक- 'क' :**

ठ – ड : रेखा बिन्दु "ठ" से प्रारंभ होती है जो कंसमुंडा, कनिहा ग्राम और गोहीराडंडा आर.एफ. के मिलन बिन्दु (ट्राई जंक्शन) पर स्थित स्तंभ के पास स्थित है। इसके बाद यह कनिहा और कंसमुंडा ग्राम की सम्मिलित सीमा के साथ चलती हुई पूर्व दिशा जाती हुई कंसमुंडा ग्राम की प्लॉट सं. 1507, 1508, 1509 की उत्तरी सीमा होते हुए कंसमुंडा ग्राम की प्लॉट सं. 1509 के उत्तर-पूर्व कोने तक जाती है। इसके पश्चात्, रेखा कनिहा ग्राम में प्रवेश करती है और उत्तर दिशा में जाती हुई प्लॉट सं. 1777 के पश्चिम, उत्तर और पूर्व सीमा को छूती है। प्लॉट सं. 966 की उत्तरी सीमा को भागतः से छूती हुई प्लॉट सं. 981 के उत्तरी कोने तक जाती है। यही रेखा प्लॉट सं. 980, 979, 1027 की उत्तरी सीमा, प्लॉट सं. 1026 की उत्तर-पूर्वी कोने की तरफ जाती हुई प्लॉट सं. 1026 के उत्तर-पूर्वी कोने तक जाती है। रेखा उत्तर-पूर्व दिशा में प्लॉट सं. 1021 की उत्तर-पश्चिम सीमा के साथ जाती हुई, प्लॉट सं. 1020 की पश्चिमी और उत्तर सीमा से भागतः रूप से तथा प्लॉट सं. 1008, 1009, 1146 की उत्तरी सीमा के साथ जरडा और कनिहा ग्राम की पश्चिमी छोर तक जाती है। इस ग्राम की सड़क को पार करने के बाद रेखा प्लॉट सं. 1641 की उत्तरी सीमा के साथ कनिहा और पथरमुंडा ग्राम की सम्मिलित सीमा के साथ बढ़ती है। इसके बाद रेखा पथरमुंडा ग्राम में प्रवेश करती है और प्लॉट सं. 138 की पश्चिमी सीमा के साथ भागतः दक्षिण दिशा में जाती हुई इसी प्लॉट के दक्षिण-पश्चिम कोने तक जाती है। इसके बाद प्लॉट सं. 138, 3197 की दक्षिणी सीमा के साथ रेखा पूर्व की तरफ जाती हुई प्लॉट सं. 3197 के दक्षिण-पूर्वी कोने तक जाती है। यही रेखा उत्तर-पूर्व दिशा में जाती हुई प्लॉट सं. 142 की सीमा के साथ भागतः रूप से, प्लॉट सं. 175, 176 की उत्तरी सीमा, प्लॉट सं. 456, 455, 453 की दक्षिणी सीमा के साथ जाती हुई प्लॉट सं. 453 के दक्षिण-पूर्व कोने तक जाती है। यह उत्तर दिशा की ओर मुड़ती हुई प्लॉट सं. 453 की पूर्वी सीमा तक जाती हुई प्लॉट सं. 452 के उत्तर-पश्चिम कोने तक जाती है। यह रेखा प्लॉट सं. 564, 565, 566, 579, 3218, 584 और 586 की दक्षिणी सीमा के साथ पूर्व दिशा में जाती हुई प्लॉट सं. 586 के दक्षिण – पूर्व कोने तक जाते हैं। पुनः यह रेखा उत्तर की ओर मुड़ती है और इसी प्लॉट की पूर्वी सीमा तक होती हुई प्लॉट सं. 586 के उत्तरी कोने तक जाती है। यह पूर्व दिशा की ओर मुड़ती हुई प्लॉट सं. 574, 590 की दक्षिणी सीमा को आंशिक रूप तक जाती हुई प्लॉट सं. 590 के दक्षिण-पूर्व कोने तक जाती है। इसके पश्चात्, रेखा दक्षिण-पूर्व दिशा की ओर जाती हुई प्लॉट सं. 589, 588 की पश्चिमी सीमा के साथ प्लॉट सं. 587 की दक्षिणी सीमा को भागतः होती हुई प्लॉट सं. 596, 598, 599 की दक्षिणी सीमा से होती हुई बिन्दु "ड" को छूती है जो पथरमुंडा और तेलिसिंघा सड़क के पश्चिमी की ओर स्थित है।

ड - ढ : रेखा "ड" से प्रारंभ होती है और दक्षिण दिशा की ओर मुड़ती हुई पथरमुंडा और तेलीसिंघा सड़क के पूर्वी सीमा के साथ दक्षिण दिशा की ओर बढ़ती हुई प्लॉट सं. 3166 के उत्तरी कोने तक जा कर बिन्दु "ढ" पर मिलती है।

ढ - ण : रेखा "ढ" से प्रारंभ हो कर , तेलीसिंघा और पथरमुंडा ग्राम सड़क को पार करने के पश्चात रेखा प्लॉट सं. 355 की पूर्वी सीमा के साथ भागतः होकर दक्षिण दिशा की ओर मुड़ती है। इसके बाद प्लॉट सं. 355 की दक्षिण दिशा की सीमा के साथ चलती हुई पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 3271 की पूर्वी सीमा के साथ जाती हुई दक्षिण की तरफ जाती है। इसके बाद यह इसी प्लॉट की दक्षिणी सीमा के साथ पश्चिम की ओर जाती है और इसी प्लॉट की पश्चिमी सीमा के साथ उत्तर की ओर मुड़ती है। यही रेखा प्लॉट सं. 341 की पश्चिमी सीमा, प्लॉट सं. 340 की पूर्वी सीमा के साथ भाग से , प्लॉट सं. 337, 336 की पूर्वी सीमा, 334 की पूर्व और दक्षिणी सीमा, 3234, 3293 की दक्षिणी सीमा के साथ पश्चिमी दिशा की ओर बढ़कर प्लॉट सं. 3293 की दक्षिण-पश्चिम कोने से होते हुई बिन्दु "ण" पर मिलती है।

ण-त : रेखा बिन्दु - "ण" से प्रारम्भ होकर प्लॉट सं. 3293 की पश्चिम-उत्तर सीमा के साथ चलती हुई प्लॉट सं. 327, 326 की उत्तरी सीमा प्लॉट सं. 325, 324, 323 की पश्चिमी सीमा, प्लॉट सं. 322, 321 की दक्षिणी-पश्चिमी सीमा, प्लॉट सं. 3188, 270, 271, 272 की दक्षिणी सीमा, प्लॉट सं. 284, 286 की पूर्वी सीमा , प्लॉट सं. 287, 288 की उत्तर-पूर्व सीमा, प्लॉट सं. 2357 की उत्तरी पूर्व-दक्षिणी सीमा, प्लॉट सं. 300, 301 की पूर्वी सीमा, प्लॉट सं. 301 की दक्षिणी-पश्चिमी सीमा, प्लॉट सं. 299, 298, 297, 296, 295, 292, 291, 289 की पश्चिमी सीमा और प्लॉट सं. 3263 की दक्षिणी तथा भागतः पश्चिमी सीमा, प्लॉट सं. 3286 की दक्षिणी सीमा, प्लॉट सं. 3286, 3275 की पश्चिमी सीमा, प्लॉट सं. 3191 की दक्षिणी-पश्चिमी सीमा से होकर जाती है। इसके बाद रेखा पश्चिम की ओर मुड़ती है और प्लॉट सं. 3196 की दक्षिणी सीमा, प्लॉट सं. 137 की दक्षिण-पूर्व सीमा के साथ चलती है। इसके बाद रेखा दक्षिण दिशा की ओर जाती है और कनिहा से जरडा तक जाने वाले ग्राम सड़क की पूर्वी सीमा के साथ चलती हुई प्लॉट सं. 61 के उत्तरी कोने तक जाती है। इसके बाद यह दक्षिण दिशा की ओर चलती हुई प्लॉट सं. 3266 की दक्षिण-पश्चिम सीमा से होकर प्लॉट सं. 120 की भागतः दक्षिणी सीमा से होती हुई बिन्दु "त" तक जाती है।

त - थ: रेखा बिन्दु "त" से प्रारंभ होती है जो पथरमुंडा ग्राम की प्लॉट सं. 93 के उत्तर-पूर्वी कोने पर स्थित है और प्लॉट सं. 93, 94 की पूर्वी सीमा के साथ होती हुई प्लॉट सं. 105 के उत्तर-पूर्व और भागतः पश्चिमी सीमा, प्लॉट सं. 106, 119, 118, 116 की पूर्वी सीमा से होकर जाती है तथा तेलीसिंघा और पथरमुंडा ग्राम की सम्मिलित सीमा के साथ चलती है। यह रेखा बाई जंक्शन पिलर को पार करने के बाद प्लॉट सं. 3294 को आंशिक रूप से पार करती है। इसके पश्चात, प्लॉट सं. 3294 भागतः की उत्तरी सीमा होते हुए बाई - जंक्शन पिलर को पार करने के पश्चात यह प्लॉट सं. 3294 को भागतः साथ-साथ होती हुई प्लॉट सं. 3291 की उत्तरी और पूर्वी सीमा के साथ चलती है। पुनः रेखा तेलीसिंघा और पथरमुंडा ग्रामों की सम्मिलित सीमा के साथ चलती है। बाई -जंक्शन पिलर को पार करने के पश्चात रेखा प्लॉट सं. 322 की पश्चिमी सीमा तथा प्लॉट सं. 319 की पूर्वी, उत्तरी तथा पश्चिमी सीमा के साथ चलती है। पुनः रेखा प्लॉट सं. 322 की पूर्वी सीमा के साथ-साथ उन्हीं ग्रामों के सम्मिलित सीमा तक जाती है। रेखा ग्राम की सीमा के साथ पूर्वी दिशा की ओर चलती हुई बिन्दु "थ" तक जाती है।

थ-द: रेखा बिन्दु "थ" से प्रारंभ होती है जो तेलीसिंघा ग्राम की प्लॉट सं. 710 के उत्तर-पूर्व कोने पर है। इसके पश्चात, रेखा प्लॉट सं. 3123, 3124, 3128, 3129, 3144 की पश्चिमी सीमा के साथ होती हुई प्लॉट सं. 3145 की पश्चिमी और दक्षिणी सीमा, प्लॉट सं. 3146, 3147 की दक्षिणी सीमा, प्लॉट सं. 3151 की पश्चिमी सीमा, प्लॉट सं. 3152 की पश्चिम और दक्षिण की ओर से तेलीसिंघा और पथरमुंडा ग्राम की सम्मिलित सीमा पर बाई-जंक्शन पिलर तक पहुँचती है। इसके पश्चात रेखा तेलीसिंघा ग्राम में प्रवेश करती है और प्लॉट सं. 771 के दक्षिण-पश्चिम में बिन्दु "द" तक जाती है।

द- ध : रेखा बिन्दु "द" से प्रारंभ होती है जो प्लॉट सं. 772 के उत्तर-पश्चिम कोने और तेलीसिंघा रोड के उत्तर-पश्चिम की ओर स्थित है। रेखा "द - ध" उत्तर-पूर्व दिशा की ओर प्लॉट सं. 771 की उत्तर-पूर्व तरफ से चलती हुई बिन्दु "ध" तक जाती है।

ध- न : रेखा बिन्दु "ध" से प्रारंभ होती है जो तेलीसिंघा, आम्बपाल और बीजीगोल ग्रामों के ट्राई-जंक्शन पिलर पर स्थित है। इसके बाद रेखा तेलीसिंघा और बीजीगोल ग्राम की सम्मिलित सीमा के साथ चलती हुई उत्तर-पश्चिम दिशा की ओर बढ़कर

तेलीसिंघा, लोधाबंघ और बीजीगोल ग्रामों के ट्राई जंक्शन पिलर तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है और पथरमुंडा और लोधाबंघ ग्रामों की सम्मिलित सीमा से होती हुई बिन्दु – “न” तक जाती है।

न-प: रेखा बिन्दु “न” से प्रारम्भ होती है जो पथरमुंडा ग्राम की प्लॉट सं. 2849 के उत्तर- पूर्वी कोने पर स्थित है। पुनः यह रेखा प्लॉट सं. 2849, 2848, 2854 और 2855 की उत्तरी सीमा के साथ चलती है। इसके बाद यह उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 2844 सड़क के पूर्वी किनारे से होकर जाती है। इसके बाद यह प्लॉट सं. 2737, 2736, 2739, 2741 और 2805 की पूर्वी सीमा से होकर जाती है। यह रेखा प्लॉट सं. 2805, 2801, 2800, 2790, 2791 की उत्तरी सीमा के साथ पश्चिम दिशा की ओर चलती हुई पथरमुंडा बस्ती में प्रवेश करती है और प्लॉट सं. 1821, 1818 की उत्तरी सीमा के साथ चलती है। इसके बाद प्लॉट सं. 1813 की पश्चिमी सीमा, 1813 की उत्तरी सीमा, 1548 की पूर्वी सीमा और 1548, 1547, 1546, 1545 की उत्तरी सीमा से होकर गुजरती और दक्षिण दिशा की ओर प्लॉट सं. 1545 की पश्चिमी सीमा के साथ चलती है। पुनः यह पश्चिम दिशा की ओर प्लॉट सं. 1560 के उत्तर-पश्चिम कोने और 3256, 1526, 1541 की उत्तरी सीमा के साथ मुड़ती है। पुनः यह दक्षिण दिशा की ओर प्लॉट सं. 1540 की पूर्वी सीमा और 1539, 1537, 1533 की उत्तरी सीमा के साथ मुड़ती है। इसके पश्चात, यह दक्षिण दिशा की ओर मुड़ती हुई प्लॉट सं. 1533 की पश्चिमी सीमा और 1534 की भागतः सीमा के साथ चलती है। इसके बाद यह रेखा उत्तर दिशा की ओर मुड़ती है तथा 1525 के पूर्वी किनारे के साथ 1526, 1522, 1514 की उत्तरी सीमा और 1513 के भाग के साथ चलती है। इसके पश्चात, यह 1295 की पूर्वी सीमा 1295 की उत्तरी सीमा, 1295 की आंशिक पश्चिमी सीमा से होकर गुजरती है। पुनः यह प्लॉट सं. 3250 की उत्तरी सीमा को पार करती है और 1354 की सीमा को आंशिक छूती है। इसके बाद रेखा उत्तरी दिशा की ओर प्लॉट सं. 1353, 1323, 1322 के पूर्वी किनारे के साथ चलती है। इसके बाद यह प्लॉट सं. 1322 की उत्तरी सीमा, प्लॉट सं. 1320 की उत्तर-पूर्व, प्लॉट सं. 1319 की उत्तरी सीमा, प्लॉट सं. 1319 की भागतः पश्चिमी सीमा, प्लॉट सं. 1316, 1315 की उत्तरी सीमा से होकर जाती हुई गाँव की सड़क को छूती है। इस सड़क को पार करने के बाद रेखा प्लॉट सं. 603, 602 की दक्षिणी सीमा, प्लॉट सं. 602 की पश्चिमी, प्लॉट सं. 515 की पूर्व-उत्तर सीमा से होकर गुजरती है। पुनः यह प्लॉट सं. 517 की भागतः पश्चिम, प्लॉट सं. 518 की दक्षिण, प्लॉट सं. 519 की भागतः पूर्व, प्लॉट सं. 519 की दक्षिण, प्लॉट सं. 519 की पश्चिम से होकर गुजरती है। इसके पश्चात, यह प्लॉट सं. 521, 522, 523 की दक्षिण-पश्चिम से होकर गुजरती है। पुनः यह रेखा प्लॉट सं. 523 की पश्चिम, प्लॉट सं. 523 के उत्तर से होकर गुजरती है। इसके पश्चात, यह प्लॉट सं. 524 की उत्तरी सीमा, प्लॉट सं. 525 के पूर्व, प्लॉट सं. 525, 526 के उत्तर, प्लॉट सं. 527 के पूर्व, प्लॉट सं. 3242, 530 के उत्तर, प्लॉट सं. 530 के पश्चिम से होकर गुजरती है। इसके पश्चात प्लॉट सं. 534 के उत्तर, प्लॉट सं. 535 के पूर्व, प्लॉट सं. 535, 468 के उत्तर से होकर गुजरती है। इसके पश्चात, यह रेखा प्लॉट सं. 3341 के भागतः पूर्वी भाग, प्लॉट सं. 3341 के उत्तर, प्लॉट सं. 3341 के पश्चिम, प्लॉट सं. 3225 के दक्षिण के साथ उत्तर की ओर मुड़ती है। इसके पश्चात, यह रेखा कनिहा और पथरमुंडा की सम्मिलित सीमा को छूती है और और उत्तर की ओर मुड़ती है तथा उसी गाँव की सीमा के साथ बढ़ती हुई कनिहा बस्ती के बाई-जांक्सन पिलर तक जाती है। इसके पश्चात, यह रेखा कनिहा बस्ती की दक्षिण सीमा साथ बढ़ती हुई कनिहा-जरडा ग्राम सड़क प्लॉट सं. 1148 के बिन्दु “प” को छूती है।

प-फ: रेखा बिन्दु “प” से प्रारंभ होती है और उत्तर दिशा की ओर मुड़ती है, कनिहा बस्ती सीमा के पश्चिमी किनारे के साथ आगे बढ़ते हुए प्लॉट सं. 627 के पूर्वी कोने तक जाती है जो बिन्दु “फ” है।

फ-ब: रेखा बिन्दु-“फ” से प्रारंभ होती है और प्लॉट सं. 627, 625, 624 और 623 की उत्तरी सीमा से होकर गुजरती है, इसके पश्चात यह प्लॉट सं. 635, 636 की पश्चिमी सीमा, प्लॉट सं. 638, 640, 641, 642, 644, 646, 647, की उत्तरी सीमा तथा 648 से भागतः गुजरती है। इसके पश्चात, यह प्लॉट सं. 648, 650, 651, 653, 654, 1650 की पश्चिमी सीमा, प्लॉट सं. 742 की उत्तरी सीमा, प्लॉट सं. 743 की उत्तरी-पूर्वी, प्लॉट सं. 750, 751 के आंशिक उत्तर, प्लॉट सं. 752 के पूर्व, प्लॉट सं. 752 के उत्तर, प्लॉट सं. 772 के आंशिक पश्चिम से होती हुई पुनः यह रेखा प्लॉट सं. 753, 754, 755, 770, 771, 772, 773 की उत्तरी सीमा, प्लॉट सं. 773, 768 की पश्चिमी सीमा और 1784 की आंशिक उत्तर-पश्चिम सीमा से होकर गुजरती

है। इसके पश्चात, यह प्लॉट सं. 777 के उत्तर प्लॉट सं. 777 के पश्चिम प्लॉट सं. 779 के उत्तर से होकर गुजरती है। इसके पश्चात यह रेखा पश्चिम दिशा की ओर मुड़कर प्लॉट सं. 792, 858, 857 की उत्तरी सीमा और प्लॉट सं. 857 के भागतः पश्चिम, प्लॉट सं. 839 के उत्तर, प्लॉट सं. 839 के पश्चिमी किनारे के साथ चलती है। इसके पश्चात, यह प्लॉट सं. 856 की भागतः पश्चिमी सीमा, प्लॉट सं. 852, 856 के पश्चिम, प्लॉट सं. 856 उत्तर-पश्चिमी सीमा के साथ गुजरती है। इसके पश्चात, यह रेखा पूर्व दिशा की ओर मुड़कर प्लॉट सं. 856 की पश्चिम सीमा, प्लॉट सं. 865, 866 की दक्षिणी सीमा सं. प्लॉट सं. 869 की पश्चिमी सीमा, प्लॉट सं. 868 की दक्षिणी सीमा के साथ चलती है। इसके पश्चात, ये रेखा दक्षिणी दिशा की ओर मुड़कर प्लॉट सं. 869 की भागतः पश्चिमी सीमा के साथ चलती हुई सड़क के उत्तरी किनारे तक पहुँचती है और पश्चिम दिशा की ओर मुड़ती है और इसी सड़क के उत्तरी किनारे के साथ बढ़ती हुई गोहिरादंडा आर.एफ. और कनिहा गाँव के बाई जंक्सन पिलर के बिन्दु "ब" तक जाती है।

ब-ठ: पुनः यह रेखा दक्षिणी दिशा की ओर कनिहा गाँव और गोहिरादंडा आर.एफ. की सम्मिलित सीमा के साथ चलती हुई इस गाँव के बाई जंक्सन पिलर की छूती है तथा बिन्दु- "ठ" पर मिलती है।

ब्लॉक- ख:

ट-ज: रेखा बिन्दु "ट" से प्रारंभ होती है जो जयपुर और कंसामुंडा ग्राम की सम्मिलित सीमा और प्लॉट सं. 280 तथा 4003 की सम्मिलित सीमा पर स्थित है। इसके पश्चात, यह पश्चिम दिशा की ओर उसी सम्मिलित ग्राम सीमा के साथ बढ़ती हुई कंसामुंडा ग्राम की प्लॉट सं. 3894 के दक्षिण-पश्चिम के बिन्दु "ज" को छूती है।

ज-झ: रेखा बिन्दु "ज" से प्रारंभ होती है जो उत्तर दिशा की ओर मुड़ जाती है। रेखा कंसामुंडा गाँव में प्रवेश करती है और प्लॉट सं. 3894, 3886, 3885, 3881 3880, 3879, 3874 की पश्चिमी सीमा को छूती हुई नाला तक जाती है, इसके पश्चात, यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है और उसी नाले के दक्षिणी किनारे के साथ आगे बढ़ती है इसके पश्चात, यह उत्तर दिशा की ओर मुड़ती है और प्लॉट सं. 3915, 3928, 3688, 4510, 4511, 4512 की पश्चिमी सीमा के साथ चलती हुई प्लॉट सं. 3615 के दक्षिण-पश्चिम कोने तक पहुँचती है, इसके पश्चात यह रेखा उत्तर-पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 4515 की पश्चिमी सीमा से होकर गुजरती है, इसके पश्चात यह उत्तर दिशा की ओर मुड़ती है और सड़क पार करती हुई प्लॉट सं. 1959 की पश्चिमी सीमा के साथ आगे बढ़ती हुई प्लॉट सं. 1959 के उत्तर-पश्चिम कोने तक जाती है, इसके पश्चात, यही रेखा पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1959 की उत्तरी सीमा से होकर गुजरती हुई प्लॉट सं. 1957 के पश्चिमी कोने तक जाती है। पुनः यह रेखा उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1957, 1962, 1963, 1887, 1828 की पश्चिमी सीमा के साथ चलती हुई कंसामुंडा गाँव की सड़क को छूती है। पुनः यह रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती है और इसी सड़क के दक्षिणी किनारे के साथ आगे बढ़ती है, इसके पश्चात, यह रेखा उत्तर दिशा की ओर मुड़ती है और इसी सड़क को पार करती है और सड़क की छोर तक जाती है, इसके पश्चात यह रेखा पूर्व की ओर मुड़ती है और प्लॉट सं. 1827 के उत्तरी किनारे से होकर गुजरती है, इसके पश्चात, यह उत्तर दिशा की ओर मुड़ती है और प्लॉट सं. 1823, 1824 के पश्चिमी किनारे से होती हुई बिन्दु "झ" तक पहुँचती है जो प्लॉट सं. 1824 तथा 1814 की साझा उत्तर-पश्चिम सीमा पर स्थित है।

झ-ज: रेखा बिन्दु- "झ" से प्रारंभ होती है और पूर्व की तरफ चलते हुए प्लॉट सं. 1817 के दक्षिण-पूर्व कोने तक जाती है। पुनः यह उत्तर दिशा में मुड़ती है और प्लॉट सं. 1817 की पूर्वी सीमा के साथ चलती हुई प्लॉट सं. 1818 तक पहुँचती है। पुनः यह रेखा पूर्व की ओर प्लॉट सं. 1822, 1821 की पूर्वी सीमा के साथ चलती हुई प्लॉट सं. 1785 के दक्षिण-पूर्व कोने तक जाती है। इसके पश्चात, रेखा उत्तर दिशा की ओर मुड़ती है और प्लॉट सं. 1782 की पश्चिम सीमा से होकर गुजरती हुई प्लॉट सं. 1782 के उत्तर-पश्चिम कोने तक जाती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1782, 1781, 1780 के उत्तरी किनारे से होकर गुजरती है और इसके पश्चात, यह उत्तर दिशा की ओर मुड़ती है और 1777 की भागतः पश्चिमी सीमा के साथ चलती हुई प्लॉट सं. 1777 के उत्तर-पश्चिम कोने तक जाती है पुनः यह रेखा उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1777, 4698, 1775, 4701, 1773 की उत्तर सीमा के साथ चलती हुई यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 1773 की पूर्वी सीमा के साथ चलती हुई बिन्दु "ज" पर पहुँचती है।

ज-ट: रेखा बिन्दु-“ज” से प्रारंभ होती है और दक्षिण दिशा की ओर मुड़कर प्लॉट सं. 4708 की पश्चिम सीमा के साथ चलती हुई कंसामुंडा ग्राम सड़क को छूती है। इसके पश्चात, यह प्लॉट सं. 1759 की भागत: उत्तरी सीमा के से और प्लॉट सं. 1759 से होकर गुजरती है। इसके पश्चात यह प्लॉट सं. 1682 और 1757 की उत्तरी तथा भागत: पश्चिमी सीमा के साथ, प्लॉट सं. 1751 की उत्तरी और पश्चिमी सीमा, प्लॉट सं. 1752 की भागत: पश्चिमी सीमा, प्लॉट सं. 1754 की उत्तरी तथा पश्चिमी सीमा, प्लॉट सं. 1741 की उत्तरी सीमा, प्लॉट सं. 1740 की उत्तरी और भागत: पश्चिमी सीमा, प्लॉट सं. 1737 की उत्तरी और पश्चिमी सीमा, प्लॉट सं. 1706 की भागत: पश्चिमी सीमा, प्लॉट सं. 4412 की उत्तरी तथा पश्चिमी सीमा, प्लॉट सं. 1707 की पश्चिमी सीमा, प्लॉट सं. 1713 की भागत: उत्तरी सीमा, प्लॉट सं. 1726 की उत्तरी और पश्चिमी सीमा, प्लॉट सं. 1721 की भागत: उत्तरी तथा पश्चिमी सीमा, प्लॉट सं. 4577 की पश्चिमी सीमा, प्लॉट सं. 4839 की उत्तरी और पश्चिमी सीमा, प्लॉट सं. 1974 की भागत: उत्तरी सीमा और प्लॉट सं. 1974 से होकर गुजरती है। इसके पश्चात, यह प्लॉट सं. 4060 की उत्तरी और भागत: पश्चिमी सीमा के साथ, प्लॉट सं. 3962 की भागत: उत्तरी सीमा के साथ गुजरती है। प्लॉट सं. 3963 की पूर्वी-उत्तरी और पश्चिमी सीमा, प्लॉट सं. 3962 की भागत: पश्चिमी सीमा, प्लॉट सं. 4615 की पश्चिमी सीमा तथा प्लॉट सं. 4615 तथा 4055 की आंशिक पश्चिमी सीमा, प्लॉट सं. 4047 और 4046 की उत्तरी सीमा, प्लॉट सं. 4045 की उत्तरी, पश्चिमी और दक्षिणी सीमा तथा प्लॉट सं. 4050 की आंशिक पश्चिमी सीमा, इसके पश्चात, रेखा प्लॉट सं. 4038 की उत्तरी और पश्चिमी सीमा के साथ प्लॉट सं. 4036 की भागत: पश्चिमी सीमा, प्लॉट सं. 4024, 4026 की उत्तरी और पश्चिमी सीमा, प्लॉट सं. 4017, 4013, 4011, 4005 और 4004 की पश्चिमी सीमा से चलती हुई कंसामुंडा तथा जयपुर गाँव की सम्मिलित सीमा के बिन्दु “ट” पर मिलती है।

ब्लॉक – ग :

क-ख: रेखा बिन्दु “क” से प्रारंभ होती है जो जमानिया, अद्वैत प्रसाद और मालापसी ग्रामों के ट्राई जंक्सन पिलर पर स्थित है और दक्षिण की तरफ मुड़कर मालापसी तथा जमानिया गांवों की सम्मिलित सीमा के साथ आगे बढ़ती है। इसके पश्चात यह रेखा गुंडुरिनाली, जमानिया और मालापसी ट्राई जंक्सन पिलर को छूती है। यही रेखा दक्षिण-पूर्व दिशा की ओर गुंडुरिनाली और जमानिया गांवों की सम्मिलित सीमा के साथ चलती हुई जमानिया गाँव की प्लॉट सं. 399 की पश्चिमी सीमा को छूती है। इसके पश्चात, यह प्लॉट सं. 485 की उत्तर-पश्चिम सीमा से होकर गुंडुरिनाली गाँव में प्रवेश करती है। इसके पश्चात यह दक्षिण-पूर्व दिशा की ओर इसी प्लॉट की सीमा के साथ मुड़ती है। इस बिन्दु को छूने के पश्चात यह प्लॉट सं. 486 की दक्षिणी-पश्चिमी सीमा की तरफ मुड़ती है। पुनः यह इस प्लॉट की सीमा के साथ दक्षिण-पूर्व दिशा की ओर मुड़ती हुई बढ़ती है। इसके पश्चात, यह रेखा दक्षिण-पश्चिम की ओर चलती है और प्लॉट सं. 973 की पश्चिमी सीमा तथा 972 की उत्तरी सीमा के साथ आगे बढ़ती हुई दक्षिण दिशा की ओर प्लॉट सं. 972, 1064, 1066, 1068 और 1070 की पश्चिमी सीमा के साथ आगे बढ़ती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1070 की दक्षिणी सीमा से होकर गुजरती है। इसके पश्चात, यह रेखा दक्षिणी सीमा से होकर गुजरती है। इसके पश्चात, यह रेखा दक्षिण की तरफ मुड़ती है और प्लॉट सं. 1074 और 1075 की पश्चिमी सीमा से गुजरती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1075 और 1838 की दक्षिणी सीमा के साथ आगे बढ़ती है। प्लॉट सं. 1838 और 1059 के साझा बिन्दु को स्पर्श करने के बाद यह पूर्व की ओर मुड़कर प्लॉट सं. 1059 की दक्षिणी सीमा के साथ आगे बढ़ती हुई गाँव की सड़क को छूती है। इसके पश्चात पुनः यह दक्षिण दिशा की ओर मुड़ती है और इसी सड़क के पश्चिमी किनारे के साथ होती हुई उसी सड़क के अंतिम बिन्दु तक जाती है और पूर्व की तरफ मुड़ती है तथा इसकी चौड़ाई से होकर गुजरती है। यह रेखा उत्तर- पश्चिम दिशा की ओर इसी सड़क के पूर्वी किनारे के साथ आगे बढ़ती हुई प्लॉट सं. 1796 के उत्तर-पश्चिम कोने तक पहुँचती है। इसके पश्चात यह पूर्व दिशा की ओर मुड़कर प्लॉट सं. 1795 की दक्षिणी सीमा के साथ बढ़ती हुई प्लॉट सं. 1795 और 1796 के पूर्व के सम्मिलित बिन्दु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 1796 और 1797 की पूर्वी सीमा के साथ आगे बढ़ती है तथा इसके पश्चात यह पश्चिम दिशा की ओर मुड़कर प्लॉट सं. 1797 और 1798 की पूर्वी सम्मिलित सीमा तक जाती है। इसके पश्चात यह दक्षिण दिशा की ओर बढ़ती है और प्लॉट सं. 1798 के पूर्वी किनारे के साथ आगे बढ़ती है और यह पश्चिम दिशा की ओर मुड़कर इसी प्लॉट की दक्षिणी सीमा के साथ प्लॉट सं. 1798 और 1800 के साझा बिन्दु तक जाती है। पुनः यह दक्षिण की ओर मुड़ती है और प्लॉट सं. 1800 की भागत: पूर्वी सीमा के साथ बढ़ती हुई बिन्दु “ख” तक जाती है।

ख-ग : रेखा बिन्दु “ख” से प्रारंभ होती है जो गुंडुरिनाली ग्राम के प्लॉट सं. 1054 के दक्षिण-पश्चिम किनारे के सम्मिलित बिन्दु पर स्थित है। इसके पश्चात् रेखा प्लॉट सं. 1054 की दक्षिणी सीमा से होकर गुजरती हुई गुंडुरिनाली और छेलिया गांवों की सम्मिलित सीमा तक पहुँचती है और छेलिया गाँव की प्लॉट सं. 1826 की दक्षिणी सीमा से छेलिया गाँव में प्रवेश करती है। इसके पश्चात् यह उत्तर दिशा की ओर मुड़ती हुई इसी प्लॉट की पूर्वी सीमा के साथ बढ़ती हुई प्लॉट सं. 1708 और 1826 के सम्मिलित बिन्दु तक जाती है। इसके पश्चात्, यह प्लॉट सं. 1708, 1620 और 21 की दक्षिणी सीमा से होती हुई 21 और 46 के सम्मिलित बिन्दु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़कर प्लॉट सं. 46, 47 के पश्चिमी किनारे और 47 के दक्षिणी छोर के साथ चलती हुई प्लॉट सं. 47 और 48 के सम्मिलित बिन्दु तक जाती है। इसके पश्चात् यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 61, 65, 64 और 74 की दक्षिणी सीमा के साथ चलती हुई प्लॉट सं. 74 तथा 75 के सम्मिलित बिन्दु तक जाती है। पुनः यह रेखा पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 74 की दक्षिणी सीमा के साथ चलती हुई दक्षिण-पूर्व दिशा की ओर मुड़कर प्लॉट सं. 1769 के पश्चिमी किनारे के साथ चलती हुई पुनः यह उत्तर-पूर्व दिशा की ओर आगे बढ़ती है और प्लॉट सं. 1769 की दक्षिणी सीमा के साथ आगे बढ़ती हुई प्लॉट सं. 139 के दक्षिणी किनारे तक जाती है। पुनः यह दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 139, 137 के दक्षिणी किनारे के साथ बढ़ती हुई प्लॉट सं. 135 के प्रारंभिक बिन्दु तक जाती है। प्लॉट सं. 137 की चौड़ाई को पार करने के बाद रेखा उत्तर-पश्चिम दिशा की प्लॉट सं. 137 के भागतः पूर्वी छोर के साथ मुड़ती है और प्लॉट सं. 137 तथा 248 के सम्मिलित बिन्दु को छूती है। पुनः यह उत्तर दिशा की मुड़ती है और प्लॉट सं. 248 के पूर्वी किनारे के साथ चलती प्लॉट सं. 274 तक पहुँचती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 274, 1690, 276, 1662, 1473, 590, 545 तथा 543 की दक्षिणी सीमा के साथ आगे बढ़ती है और प्लॉट सं. 543 के दक्षिणी कोने को छूती है। पुनः यह उत्तर-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 488 की पश्चिमी सीमा के साथ आगे बढ़ती है तथा पूर्व दिशा की ओर प्लॉट सं. 542, 541, 501, 502, 504, 480, 441, 436, 420, 421, 422 की दक्षिणी सीमा के साथ आगे बढ़ती हुई छेलिया ग्राम सड़क तक जाती है। पुनः यही रेखा उत्तर दिशा की ओर मुड़ती है और इसी सड़क के आंशिक पश्चिमी किनारे के साथ आगे बढ़ती हुई प्लॉट सं. 995 और सड़क के सम्मिलित बिन्दु तक जाती है। इसके पश्चात् यह पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1199 के दक्षिणी कोने तक जाती है। पुनः यह दक्षिणी दिशा की ओर मुड़ती है और प्लॉट सं. 1199, 1200 तथा 1483 के पश्चिमी किनारे से होकर गुजरती हुई प्लॉट सं. 1483 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और 1483, 1484, 1201, 1202, 1203 के दक्षिणी किनारे से होकर गुजरती है तथा प्लॉट सं. 1363, 1207, 1364, 1681 की दक्षिणी सीमा और 1485, 1232, 1233, 1530, 1531, 1697, 1696, 1695, 1694, 1693, 1470, 1678, 1687, 1186 तथा 1184 के भागतः पूर्व से होकर गुजरती है और पुनः यह दक्षिण-पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 1318, 1319, 1320, 1321, 1322 तथा 1327 के पूर्वी किनारे के साथ बढ़ती हुई बिन्दु “ग” तक जाती है जो छेलिया, कथारमुंडा और बड़त्रिविड़ा के ट्राई जंक्सन पिलर पर स्थित है।

ग-घ : रेखा बिन्दु “ग” से प्रारंभ होती है और प्लॉट सं. 1171 के पूर्वी किनारे के साथ उत्तर दिशा की ओर बढ़ती है जो छेलिया और कथारमुंडा ग्राम की सम्मिलित सीमा है यह प्लॉट सं. 1170 के पूर्वी कोने तक जाती है। पुनः यह रेखा उत्तर-पूर्व की ओर मुड़ती है और उसी सम्मिलित ग्राम सीमा से होकर गुजरती हुई छेलिया, कथारमुंडा और कमरेई ग्रामों के ट्राई जंक्सन पिलर तक जाती है। इसके पश्चात् यह रेखा उत्तर दिशा की तरफ छेलिया और मथारगड़ी आर.एफ़. से होकर जाती है। पुनः यह उसी दिशा में छेलिया ग्राम और मथारगड़ी आर.एफ़. की सम्मिलित सीमा के साथ बढ़ती हुई बिन्दु “घ” को छूती है जो कमरेई और मथारगड़ी आर.एफ़. की सम्मिलित सीमा के घुमावदार बिन्दु पर स्थित है।

घ - ङ : बिन्दु “घ” से रेखा प्रारंभ होती और कमरेई और मथारगड़ी आर.एफ़. की सम्मिलित सीमा की पूर्व दिशा की ओर बढ़ती हुई बिन्दु “ङ” तक जाती है जो उसी आर.एफ़. की पूर्वी सीमा का सम्मिलित बिन्दु है।

ङ -च : रेखा बिन्दु “ङ” से प्रारंभ होती हुई उत्तर-पश्चिम दिशा की ओर मुड़ती है और कमरेई ग्राम और मथारगड़ी आर.एफ़. की सम्मिलित सीमा के साथ आगे बढ़ती हुई कमरेई ग्राम की प्लॉट सं. 2550 के पश्चिमी कोने तक जाती है और पुनः यह उत्तर-पूर्व दिशा की ओर मुड़ती है और कमरेई और दादासिंघा ग्राम की सम्मिलित सीमा से होकर गुजरती हुई तेलीसिंघा, कमरेई और दादासिंघा के ट्राई जंक्सन पिलर को पार करती हुई तेलीसिंघा और दादासिंघा के बाई जंक्सन पिलर तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर मुड़ती है और दादासिंघा और तेलीसिंघा ग्राम की सम्मिलित सीमा से होती हुई तेलीसिंघा और आम्बपाल और दादासिंघा ग्रामों के ट्राई जंक्सन पिलर तक जाती है। पुनः यह उसी दिशा में तेलीसिंघा और आम्बपाल ग्रामों की सम्मिलित सीमा के साथ बढ़ती हुई बिन्दु “च” तक जाती है जो उसी सम्मिलित सीमा तथा तेलीसिंघा ग्रामों की प्लॉट सं. 2594 के उत्तर-पूर्वी कोने पर स्थित है।

च – छ : रेखा बिन्दु “च” से प्रारंभ होकर तेलीसिंघा ग्राम की प्लॉट सं. 2594 की उत्तरी सीमा के साथ पश्चिम की ओर आगे बढ़ती है पुनः दक्षिण दिशा की ओर मुड़ती है और इसी प्लॉट की भागतः पश्चिम सीमा के साथ आगे बढ़ती है। इसके पश्चात्, यह प्लॉट सं. 817, 816, 815 और 813 की उत्तरी सीमा के साथ पश्चिम दिशा की ओर आगे बढ़ती हुई प्लॉट सं. 813 के उत्तर पश्चिम कोने तक जाती है। इसके पश्चात् यह प्लॉट सं. 813 और 814 की पश्चिमी सीमा के साथ दक्षिण दिशा की ओर चलती है। प्लॉट सं. 814 के दक्षिण-पश्चिम कोने पर पहुँचने के पश्चात् पुनः यह पश्चिम दिशा की ओर मुड़ जाती है और प्लॉट सं. 837, 840 तथा 841 की उत्तरी सीमा के साथ आगे बढ़ती है। पुनः यह दक्षिण दिशा की ओर मुड़ जाती है और प्लॉट सं. 840 की पश्चिमी सीमा के साथ बढ़ती है। इसके पश्चात् यह प्लॉट सं. 844, 868, 869 और 870 की उत्तरी सीमा के साथ उत्तर-पश्चिम दिशा की ओर मुड़ जाती है। इसके पश्चात् यह प्लॉट सं. 870, 871, 874 876 और 880 की उत्तरी सीमा के साथ दक्षिण-पश्चिम में मुड़ जाती है और प्लॉट सं. 880 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 881 की आंशिक उत्तरी सीमा के साथ चलती हुई तेलीसिंघा ग्राम की सड़क के पूर्वी किनारे तक जाती है। पुनः यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है और इसी ग्राम सड़क के पूर्वी किनारे के साथ प्लॉट सं. 2019 तक जाती है। पुनः यह रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 2019, 2018, 2082, 2085 तथा 2087 की पश्चिमी सीमा के साथ चलती हुई प्लॉट सं. 2085 के दक्षिण-पश्चिम कोने को छूती है। पुनः यह रेखा दक्षिण-पूर्व दिशा की ओर आगे बढ़ती है और 2085 की दक्षिणी सीमा के साथ चलती हुई प्लॉट सं. 2085 के दक्षिण कोने तक जाती है। पुनः यह मुड़ती है और प्लॉट सं. 2087 की पश्चिमी सीमा से होकर गुजरती हुई प्लॉट सं. 2087 तथा 2208 की सम्मिलित सीमा बिन्दु को छूती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 1912 की भागतः दक्षिणी सीमा से होकर गुजरती हुई प्लॉट सं. 1877 तथा 2208 के उत्तर साझा सीमा बिन्दु को छूती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 1877 की पूर्वी सीमा के साथ बढ़ती हुई प्लॉट सं. 1877 की दक्षिण-पूर्व सीमा को छूती है। पुनः यह पूर्व दिशा की ओर मुड़ती है और प्लॉट सं. 2631 की उत्तरी सीमा के साथ बढ़ती हुई प्लॉट सं. 2631 तथा 2207 के सम्मिलित बिन्दु तक जाती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 2211 के पूर्वी किनारे तथा प्लॉट सं. 2218 की पश्चिमी सीमा के साथ बढ़ती हुई सड़क तक जाती है। तेलीसिंघा ग्राम सड़क को पार करने के बाद रेखा दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 2255 की पूर्वी सीमा के साथ चलती हुई बिन्दु “छ” तक पहुँचती है जो प्लॉट सं. 2255, 2254 तथा 2257 के सम्मिलित बिन्दु पर स्थित है।

छ – क : रेखा बिन्दु – “छ” से प्रारंभ होती है। तेलीसिंघा की ग्राम सड़क को पार करने के बाद रेखा पश्चिम दिशा की ओर प्लॉट सं. 2259 के उत्तरी किनारे के साथ चलती हुई इसी प्लॉट की उत्तर-पश्चिम कोने तक पहुँचती है। इसके पश्चात् यह दक्षिण-पश्चिम दिशा की ओर मुड़ती है तथा इसी प्लॉट की भागतः पश्चिमी सीमा के साथ चलती है। इसके पश्चात् यह रेखा पश्चिम दिशा की ओर मुड़कर प्लॉट सं. 2266 की उत्तरी सीमा के साथ चलती हुई प्लॉट सं. 2269 को छूती है। इसके पश्चात् यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 2266 की पश्चिमी सीमा के साथ चलती हुई प्लॉट सं. 2269 के दक्षिण-पूर्व कोने तक पहुँचती है। यह प्लॉट सं. 2269, 2270, 2271 और 1583 की दक्षिणी सीमा के साथ चलती हुई पश्चिम की तरफ मुड़ती है और प्लॉट सं. 1580 के उत्तर-पूर्व कोने तक जाती है। रेखा दक्षिण-पश्चिम दिशा की ओर मुड़ती हुई प्लॉट सं. 1580 और 1581 की पूर्वी सीमा के साथ चलती हुई प्लॉट सं. 1581 के दक्षिण-पूर्व कोने तक पहुँचती है। इसके पश्चात् यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 1582, 1575, 1576, 1574, 1570 की उत्तरी सीमा के साथ चलती हुई सड़क तक पहुँचती है। पुनः यह दक्षिण दिशा की ओर मुड़ती है और इसी सड़क के पश्चिमी किनारे के साथ चलती हुई प्लॉट सं. 1562 के दक्षिणी कोने तक पहुँचती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 1533, 1534, 1535, 1481, 1498 तथा 1497 की उत्तरी सीमा के साथ चलती हुई तेलीसिंघा और जरडा ग्रामों की सम्मिलित सीमा को छूती है। पुनः यह उसी दिशा में आगे बढ़ने के बाद जरडा ग्राम की प्लॉट सं. 3785, 3777, 3775, 3774, 3767, 3768 की उत्तरी सीमा के साथ जरडा ग्राम में प्रवेश करती है। इसके बाद यह प्लॉट सं. 3768 की भागतः पश्चिमी सीमा के साथ चलती हुई दक्षिण दिशा की ओर मुड़ती है तथा प्लॉट सं. 3768 और 3751 की सम्मिलित सीमा बिन्दु तक जाती है। पुनः यह पश्चिम दिशा की ओर चलती है और प्लॉट सं. 3751, 3754 तथा 3969 की उत्तरी सीमा के साथ चलती हुई तालाब के पूर्वी किनारे को छूती है। इसके पश्चात्, यह उत्तर दिशा की ओर मुड़ती है और प्लॉट सं. 3748 (तालाब के तटबंध) की भागतः पूर्वी सीमा के साथ चलती हुई इसी प्लॉट के उत्तर-पूर्व कोने तक जाती है। पुनः यह रेखा पश्चिम की तरफ मुड़ती है और प्लॉट सं. 3747 (तालाब) की उत्तरी सीमा के साथ चलती हुई प्लॉट सं. 3746 के उत्तर-पश्चिम कोने तक पहुँचती है। इसके पश्चात्, यही रेखा दक्षिण दिशा की ओर मुड़ती हुई इसी प्लॉट की भागतः पश्चिमी सीमा को पार करती हुई प्लॉट सं. 3968 के उत्तर-पूर्व कोने तक जाती है। पुनः यह पश्चिम दिशा की ओर मुड़ती है और जरडा बस्ती की दक्षिण सीमा के साथ चलती हुई प्लॉट सं. 3313 के उत्तर-पूर्व कोने तक

पहुँचती है। यह रेखा पश्चिम की तरफ मुड़ती है और प्लॉट सं. 3313, 3311, 3309 तथा 3307 की उत्तरी सीमा के साथ चलती हुई प्लॉट सं. 3306 के उत्तर-पश्चिम कोने तक पहुँचती है पुनः यह रेखा उत्तर-पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 3304, 3302, 3283, 3282, 3272 तथा 3271 की पश्चिम सीमा के साथ आगे बढ़ती है। पुनः यह रेखा प्लॉट सं. 1709 की उत्तरी सीमा, प्लॉट सं. 1631 की पूर्वी प्लॉट सं. 1632, 1631, 1633, 1635, 1625, 1622, 1621, 1645, 1646, 1649, 1650, 1604, 1600, 1601, 1681, 1682 तथा 1683 के साथ पश्चिम दिशा की ओर मुड़ती हुई ज़रदा और जमानिया ग्राम की सम्मिलित सीमा तक सीमा तक जाती है। इसके पश्चात् रेखा उत्तर दिशा की ओर मुड़ती है और उसी ग्राम की सीमा के साथ जमानिया ग्राम के उत्तर-पूर्व कोने की प्लॉट सं. 303, तक जाती है। इसीके पश्चात् रेखा जमानिया ग्राम में उत्तर पश्चिम दिशा की तरफ से प्रवेश करती है और प्लॉट सं. 303, 302, 301, 300, 299 की उत्तरी सीमा के साथ आगे बढ़ती है। पुनः यह रेखा प्लॉट सं. 298 की पूर्वी सीमा के साथ उत्तर दिशा की तरफ मुड़ती है इसके पश्चात् यह पश्चिम दिशा में मुड़ती है और प्लॉट सं. 298, 297, 509, 286, 283, 588 की उत्तरी सीमा के साथ आगे बढ़ती हुई प्लॉट सं. 587 तक जाती है। इसके पश्चात् यह रेखा उत्तर दिशा की ओर मुड़ती है और प्लॉट सं. 276 की भागतः पश्चिमी सीमा के साथ चलती हुई प्लॉट सं. 238 तथा 276 के सम्मिलित कोने तक जाती है। इसके पश्चात् यही रेखा उत्तर पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 238 की उत्तरी सीमा के साथ आगे बढ़ती है। इसके पश्चात् यह वर्तमान जमानिया ग्राम सड़क को पार करती है और इसी ग्राम सड़क के दक्षिण किनारे के साथ आगे बढ़ती हुई प्लॉट सं. 60 तक जाती है। इसके पश्चात् यह दक्षिण दिशा की ओर मुड़ती है और प्लॉट सं. 60 की पश्चिमी सीमा के साथ आगे बढ़ती है और प्लॉट सं. 59, 57, 591 की दक्षिणी सीमा के साथ आगे बढ़ती है। इसके पश्चात् यही रेखा उत्तर दिशा की ओर मुड़ती है और 591 की भागतः पश्चिमी सीमा के साथ आगे बढ़ती है। इसके पश्चात् यह पश्चिम दिशा के ओर मुड़ती है और प्लॉट सं. 51 की दक्षिणी किनारे से होकर गुजरती है। पुनः यह उसी प्लॉट की सीमा के साथ उत्तर दिशा की ओर और इसके बाद यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 53 की उत्तरी सीमा के साथ आगे बढ़ती हुई प्लॉट सं. 50 तथा 53 की सम्मिलित कोने तक जाती है। पुनः यह दक्षिण दिशा की ओर प्लॉट सं. 49 के पूर्वी किनारे के साथ मुड़ती है और प्लॉट सं. 49 के दक्षिण-पूर्व कोने तक जाती है। पुनः पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 49, 48, 43 तथा 42 की दक्षिणी सीमा के साथ आगे बढ़ती हुई प्लॉट सं. 42 के दक्षिण-पश्चिम कोने तक जाती है। पुनः यह रेखा उत्तर दिशा की ओर है तथा प्लॉट सं. 37 की पूर्वी सीमा बिन्दु के साथ होती हुई प्लॉट सं. 37 के उत्तर पूर्वी कोने तक जाती है। इसके पश्चात् यह पश्चिम दिशा की ओर मुड़ती है और प्लॉट सं. 41, 40, 7, 39 की दक्षिणी सीमा के साथ आगे बढ़ती है। यही रेखा प्लॉट सं. 39 की दक्षिणी सीमा, प्लॉट सं. 29 की भागतः पूर्वी, प्लॉट सं. 29 की दक्षिणी प्लॉट सं. 29 की भागतः पश्चिमी, प्लॉट सं. 27 की दक्षिणी, प्लॉट सं. 27 की भागतः पश्चिमी, प्लॉट सं. 26, 25 की दक्षिणी, प्लॉट सं. 25 की पश्चिमी सीमा के साथ चलती हुई सड़क के किनारे को छूती है और पश्चिम दिशा की ओर मुड़ती है और इसी सड़क के दक्षिणी किनारे से होती हुई बिन्दु 'क' पर समाप्त होती है।

[फा. सं. 43015/12/2018-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 9th January, 2020

S.O. 08.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 323, dated the 5th March, 2019 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 9th March, 2019, the Central Government gave notice of its intention to acquire 2.495 hectares (approximately) or 6.17 acres (approximately) the lands and all rights in or over such lands specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And, whereas, the Central Government after considering the aforesaid report and after consulting the Government of Odisha is satisfied that the lands measuring 2.495 hectares (approximately) or 6.17 acres (approximately) and all rights in or over such lands as described in Schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 2.495 hectares (approximately) or 6.17 acres (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired;

The plan bearing number MCL//KA/Notification/2019-20/267, dated the 26th June, 2019 of the area covered by this notification may be inspected in the office of the Collector, District Angul or in the office of the Coal Controller, I, Council House Street, Kolkata- 700001 or in the office of the Director Technical (OP), Mahanadi Coalfields Limited, Jagruti Vihar, Post office Burla, District Sambalpur-768020, Odisha.

SCHEDULE

Kaniha Coal Block
District- Angul, State- Odisha

[Plan bearing number MCL//KA/Notification/2019-20/267, dated the 26th June, 2019]

All Rights:

Sl. No.	Name of village	Village Number	Patwari halka/JL number	Tehsil/ PS	District	Area in hectares (approximately)	Area in acres (approximately)	Remarks
1.	Kansamunda	63	136	Kaniha	Angul	0.449	1.11	Part
2.	Kaniha	60	131	Kaniha	Angul	1.477	3.65	Part
3.	Chhelia	108	175	Kaniha	Angul	0.032	0.08	Part
4.	Patharmunda	91	178	Kaniha	Angul	0.473	1.17	Part
5.	Telisingha	90	177	Kaniha	Angul	0.040	0.10	Part
6.	Gundurinali	88	159	Kaniha	Angul	0.024	0.06	Part
Total : 2.495 hectares(approximately) or 6.17 acres(approximately)								

1. Plot numbers acquired in Village Kansamunda : 4406/4905, 1691/4893, 1694/4894, 1913, 1914, 1915, 1924, 1925, 1928, 1933, 1926, 1927, 1929, 1932/4377, 1930, 1931, 1932, 3970/4350, 4042/4966, 4042/4967.

2. Plot numbers acquired in Village Kaniha : 1596, 926/1775, 1559/1687, 1597, 1598, 1599/1780, 910/1839, 1006/1821, 1006/1799, 1006/1820, 1638/1824, 1638/1836, 1639/1837, 1638/1835, 1638/1833, 1638/1823, 741/1825, 741/1826, 1595, 1599, 1598/1691, 1595/1745.

3. Plot numbers acquired in Village Chhelia : 1231/1681.

4. Plot numbers acquired in Village Patharmunda : 1335, 228/3328, 120/3265, 120/3457.

5. Plot numbers acquired in Village Telisingha : 2051/2533.

6. Plot numbers acquired in Village Gundurinali : 1039/1707.

Details of land acquired are given in the table below :

TABLE

Village	Khata No.	Plot No.	Kissam	Area (in Ac)	Name of the Recorded Tenant(RT)	Fathers name of the RT	Mobile No.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Kansamunda	252/16	4406/4905	T/1	0.16	Thabir Chandra Pradhan	Ghasinath Pradhan	9937293293	Tenancy Land
	251	1691/4893	S/1	0.17	Hadi, Jharu, Biswal	Nita Biswal	9778772929	-do-
		1694/4894	S/1	0.07	-do-	-do-	-do-	-do-
	14	1913	S/2	0.01	Ujal Sahoo and Saheb, Khaga Sahoo	W/o. Panjia Sahoo and S/o. Kathia sahuo	9861221444	do
	137	1914	S/2	0.01	Pradip Kumar Sahoo and Gua Sahoo	Harmohan Sahoo and W/o. Bimbadhar Sahoo	9178275083	- do-

	221	1915	S/2	0.02	Rama chandra Swain, Jadunath Swain	Bajjhali Swain	7894001308	- do-
	252/ 357	1924	S/2	0.03	Bansidhar Sahoo	Sukru Sahoo	9861124768	-do-
	203	1925	S/2	0.02	Madan Biswal, and Sankhali, Arakhita Biswal	Maguni Biswal and Bhikari Biswal	7008471951	- do-
		1928	S/2	0.01	do	do	do	- do-
		1933	S/2	0.09	do	do	do	- do-
	60	1926	S/2	0.02	Chakhandi Sahoo	W/o-Isvar Sahoo	Not available	- do-
		1927	S/2	0.01	do	do	do	- do-
	48	1929	S/2	0.01	Gokula Chandra, Narottam, Bisha, Suphala Behera	Sanu Behera	7894225012	- do-
		1932/4377	S/2	0.02	do	do	do	- do-
	90	1930	S/2	0.01	Daya, Bideshi, Gobinda Behera, and Nilamani, Purnachandra, Dibakar Behera	Madhu Behera and Maharga behera	9668748908	- do-
	32	1931	S/2	0.03	Kulamani, Gandhi, Chandri, Gurubari, Budhei, Manjari Swain	Ekadusia Swain	9437595554	- do-
	197	1932	S/2	0.02	Bhagirathi, Uchhab, Khaduni, Swain	Surendra Swain	9777144001	- do-
	204	3970/4350	T/2	0.20	Madan Biswal	Maguni Biswal	7008471951	- do-
	252/ 73	4042/4966	S/1	0.12	Mahaprasad Pradhan	Nabaghan Pradhan	9778321191	- do-
	252/ 74	4042/4967	S/1	0.08	Bhubaneswari Pradhan	Pratap Chandra Pradhan	8763760151	- do-
Total (Village Kansamunda): 1.11 acres								
Kaniha	22	1596	S/3	0.10	Ghana Behera	Hadi Behera	Not available	Tenancy Land
	58	926/1775	T/2	0.25	Pranabandhu.Padmanav, Prahallad Chandra Pradhan and Pratap Chandra Pradhan, Prabin Kumar pradhan	Paramananda Pradhan and Nilambar Pradhan	9439351218	- do-
	59	1559/1687	T/2	0.10	Pitambar Dehury	Saheb Dehury	9861614575	- do-
	80	1597	S/3	0.12	Mauda Naik and Giridhari, Daya, Ratna, Pankaj Naik	W/o. Basu Naik and S/o. Sana Naik	7873572110	- do-
		1598	S/3	0.05	do	Do	do	- do-
		1599/1780	T/2	0.13	do	do	do	- do-
	108/6	910/1839	GB	0.04	Bhubaneswari Pradhan	Pratap Chandra Pradhan	8763760151	-do-
	108/8	1006/1821	GB	0.22	Thabir Chandra Sahoo	Bhaskar Sahoo	9437486897	- do-
	108/9	1006/1799	GB	0.22	Nabaghan Pradhan	Sudarsan Pradhan	9778321191	- do-
	108/11	1006/1820	GB	0.22	Ramesh Chandra Sahoo	Baji Sahoo	9861336041	- do-
	99/32	1638/1824	S/3	0.09	Sanjib Kumar Sahoo and Susil Kumar Sahoo	Bansidhar Sahoo and Bidyadhar Sahoo	8637252744	- do-
		1638/1836	S/3	0.04	do	do	do	- do-
		1639/1837	S/3	0.11	do	do	do	- do-
	99/28	1638/1835	S/3	0.200	Chandramani Naik, Gourang Charan Naik	Debahari Naik	9437616041	- do-

	108/2	1638/1833	GB	0.025	Trilochan Pradhan	Chandramani Pradhan	7077951758	- do-
	99/24	1638/1823	S/3	0.025	Naresh Chandra Sahoo	Nityananda Sahoo	9437147296	- do-
	99/16	741/1825	S/1	0.300	Palau Naik	Madan Naik	7978172909	- do-
	99/17	741/1826	S/1	0.290	Sankar Naik	Palau Naik	7978172909	- do-
	Total : 2.53 acres							
	106	1595	T/2	0.15	Anabadi (Government)	Government	Not available	Government Land
		1599	T/2	0.85	do	do	do	- do-
		1598/1691	S/3	0.05	Do	do	do	- do-
		1595/1745	S/3	0.07	do	do	do	- do-
Total : 1.12 acres								
Total (village Kaniha): 2.53 acres + 1.12 acres = 3.65 acres (Tenancy land + Government Land)								
Chhelia	146	1231/1681	T/2	0.08	Hadibandhu Sahoo	Satru Sahoo	9437234315	Tenancy land
	Total (Village Chhelia) : 0.08 acres							
Patharmunda	76	1335	S/2	0.05	Panu, Karuna, Mami, Utama, Surama Sahoo	Bhaji Sahoo	9778417910	Tenancy land
	147	228/3328	S/2	0.04	Sagar Sahoo	Kalyan Sahoo	7381320512	- do-
	92	120/3265	T/2	0.92	Bitu Sahoo	Hadi Sahoo	9337976852	- do-
	166/19	120/3457	GB	0.16	Mohan Sahoo, Nakula Sahoo, Dibakar Sahoo, Niladri Sahoo	Bitu Sahoo	9337976852	- do-
Total (Village Patharmunda) : 1.17 acres								
Telisingha	31	2051/2533	S/1	0.10	Kutartha Sahoo	Kapila Sahoo	9668649760	Tenancy land
Total (Village Telisingha) : 0.10 acres								
Gundurinali	110	1039/1707	Patita	0.06	Satyanarayan Garnayak, Asha Das, Duhita Das, Dei Mohanty, Kera Mohanty and Dibakar Garnayak, Janaki Singh	Swapneswar Garnayak and Adhikari Garnayak	8763021600	Tenancy land
Total: (Village Gundurinali) 0.06 acres								
Grant Total : 6.17 acres								

Boundary Description:**BLOCK- 'A' :**

L-M: The line starts from Point 'L' which is situated at tri-junction Pillar of village Kansamunda, Kaniha and Gohiradanda R.F. Then it moves towards east direction along common village boundary of Kaniha and Kansamunda northern boundary of plot no. 1507, 1508, 1509 of village Kansamunda up to north east corner of plot No. 1509 of Kansamunda. Then the line enters to village Kaniha and moves towards north direction and covers the west, north and east boundary of plot no. 1777, the partly northern boundary of plot no. 966 up to north corner of plot no-981. The same line proceeds northern boundary of plot no. 980, 979, 1027, north and east boundary of plot no. 1026 up to northeast corner point of plot no-1026. The line moves towards northeast direction along north and west boundary of plot no. 1021. Partly western and northern boundary of 1020, north boundary of plot no. 1008, 1009, 1146 up to west edge of Jarada and Kaniha village road. After crossing the same village road the line moves along north boundary of plot no. 1641, up to common village boundary of Kaniha and Patharmunda. Then the line enter into village Patharmunda and moves south direction along partly western boundary of plot no. 138 up to southwest corner of same plot. Then the line proceeds towards east along south boundary of plot no. 138, 3197 up to southeast corner of plot no. 3197. The same line moves towards north east direction covering the partly boundary of plot no. 142, northern boundary of plot no. 175, 176, southern boundary of plot no. 456, 455, 453, up to southeast corner of plot no. 453. It turns towards north directions covering the

east boundary of plot no. 453 up to northwest corner of plot no. 452. The same lines moves towards east direction covering the southern boundary of plot no. 564, 565, 566, 579, 3218, 584 and 586 up to southeast corner of plot no. 586. Again the line turns towards north directions covering eastern boundary of the same plot up to north corner of plot no. 586. It moves towards east direction along partly southern boundary of plot no. 574, 590 up to southeast corner of plot no. 590. Then the lines move towards south east direction along west boundary of plot no. 589, 588 partly south boundary of plot no. 587 south boundary of plot no. 596, 598, 599 up to touch point 'M' which is situated at the west side of Patharmunda and Telisingha road.

M-N: The line start from 'M' and moves towards south direction along eastern boundary of Patharmunda and Telisingha road up to north corner of plot no. 3166 to meet point 'N'.

N-O: The lines start from 'N' after crossing the Telisingha and Patharmunda village road the lines moves south directions along partly east boundary of plot no. 355 then it moves towards west direction along south side boundary of plot no. 355 and turns towards south along east boundary of plot no. 3171 then it moves towards west along south boundary of same plot and turns north along western boundary of same plot. The same line moves towards west direction covering west boundary of plot no. 341, partly east boundary of plot no. 340 east boundary of 337, 336, east and south boundary of 334 south boundary of 3234, 3293 up to southwest corner of plot no. 3293 to meet at point 'O'.

O-P: The lines starts from point 'O' moves along west and north boundary of plot no. 3293, north boundary of 327, 326, west boundary of 325, 324, 323, south west boundary of 322, 321 south boundary of 3188, 270, 271, 272, east boundary of 284, 286, north east of 287, 288, north, east south boundary 3257, east of 300, 301, south, west of 301 west boundary of 299, 298, 297, 296, 295, 292, 291, 289 and south partly western boundary of 3263 southern boundary of 3286 and western boundary of 3286, 3275, south and west boundary of 3191. Then the lines turn towards west and passes along southern boundary of 3196 south eastern boundary of 137. Then the line moves south directions and proceeds along eastern boundary of village road of Kaniha to Jarada up to north corner of plot no. 61. Then it moves towards south directions covering the south west boundary of plot no. 3266 partly south boundary of plot no. 120 up to point 'P'.

P-Q: The line start from 'P' which is situated at northeast corner of plot no. 93 of village Patharmunda and moves along eastern boundary of plot no. 93, 94, north east and partly west boundary of plot no. 105, eastern boundary of plot no. 106, 119, 118, 116 and touches the common village boundary of Telisingha and Patharmunda and proceeds along it. After crossing the bi-junction pillar the lines covers partly the plot no. 3294 and it moves partly northern boundary of plot no. 3294, northern and eastern boundary of 3291. Again the line moves along common village the boundary of Telisingha and Patharmunda. After crossing the bi-junction pillar the lines moves western boundary of plot no. 322 and eastern northern and western boundary of plot no. 319. Again the line moves along eastern boundary of plot no. 322 up to same common village boundary. The line moves towards east direction along same village boundary up to point 'Q'.

Q-R: The line start from 'Q' which is situated at north east corner plot no. 710 of village Telisingha. Then the line moves along western boundary of plot no. 3123, 3124, 3128, 3129, 3144, western and southern boundary of 3145, southern boundary of 3146, 3147 western boundary of 3151, west and south side of 3152 up to common village boundary of Telisingha and Patharmunda at a bi-junction pillar. Then the lines enters into Telisingha village covering the southwest of plot no. 771 up to point 'R'.

R-S: The lines start from point 'R' which is situated at northwest corner of plot no. 772 and also northwest side of Telisingha road. The line RS moves towards northeast directions along northeast side of plot no. 771 up to point 'S'.

S-T: The line starts from point 'S' which is situated at the tri-junction pillar of village Telisingha, Ambapal and Bijigol. Then the line passes towards northwest direction along the common village boundary of Telisingha and Bijigol up to tri-junction pillar village Telisingha, Lodhabandha and Bijigol. Again the same line turns towards north direction and passes along common village boundary of Patharmunda and Lodhabandha up to point 'T'.

T-U: The line starts from point 'T' which is situated at northeast corner of plot no. 2849 of village Patharmunda. Again the line proceeds along north boundary of plot no. 2849, 2848, 2854 and 2855. Then it turns towards northeast direction and passes through east side of road plot no. 2844. Then it cross the east side boundary of plot no. 2737, 2736, 2739, 2741 and 2805 and turns the same line towards east direction along the north boundary of plot no. 2805, 2801, 2800, 2790, 2791 and enters to Patharmunda Basti and proceeds along north edge of plot no. 1821, 1818 then passes through west part of boundary of plot no. 1813, north boundary of 1813, east boundary of 1548, and then north boundary of 1548, 1547, 1546, 1545 and turns towards south direction along the west boundary of plot no. 1545. Again it turns towards west direction along the northwest corner of 1560, north edge of 3256, 1562, 1541; again it turns towards south direction along east boundary of 1540 and north boundary of 1539, 1537, 1533. Then it turns towards south direction along west boundary of plot no. 1533 and part of 1534. Then the same line turns towards north direction and proceeds along east side of 1525, north boundary of 1526, 1522, 1514 and part of 1513. Then it passes through east boundary of 1295, north boundary of 1295, part west of 1295 again it cross the north boundary of plot no. 3250 and touches the part boundary of 1354. Then the line turns towards north direction along the east edge of plot no. 1353, 1323, and 1322. Then it passes

through the north boundary of plot no.1322 northeast of 1320, north of 1319, part west boundary of 1319 north boundary of 1317, 1316, 1315 up to touch the village road. After crossing the same road the line passes through the south boundary of plot no.603, 602, west of 602, east and north of 515. Again it passes through the part west boundary of plot no. 517, south of 518, part east of 519, south of plot 519, west of 519. Then it passes along southwest of 521, 522, 523. Again the line cross through west of 523 north of 523 then it passes through north edge of plot no. 524 east of 525 north of 525, 526 east of 527 north of 3242, 530 west of 530 then it passes north of 534 east of 535 north of 535,468. Then it turns towards north along part east boundary of 3341 north of 3341 west of 3341 south of 3225. Then the same line touches the common village boundary of Kaniha and Patharmunda and terms towards north direction and proceeds along same village boundary up to bi-junction pillar of Kaniha Basti. Then the line passes along the south edge boundary of Kaniha Basti up to touch the Kaniha Jarada village road plot no. 1148 up to point 'U'.

U-V: The line starts from point 'U' and turns towards north directions proceeds along the west side of Kaniha Basti boundary up to east corner point of plot no. 627 that is point 'V'.

V-W: The line starts from point 'V' and it passes through the north boundary of plot no.627, 625, 624 and 623, then it passes west boundary of plot no. 635, 636, north boundary of 638, 640, 641, 642, 644, 646, 647, part of 648. Then passes west boundary of 648, 650, 651, 653, 654, 1650, north boundary of 742, northeast of 743 partly north of 750, 751, east of 752, north of 752, partly west 752 again the same line passes through north boundary of 753, 754, 755, 770, 771, 772, 773, west boundary of 773, 768 and partly north west boundary of 1784. Then it passes through north of 777, west of 777, north of 779. Then the same line turns towards west direction along north boundary of plot no. 792, 858, 857 and partly west of 857, north of 839, and west edge of 839 then it passes through partly west boundary of plot no.856, west of 852, 856, northwest boundary of 856. Then the line turns towards east direction along west boundary of plot no. 856, South boundary of 865, 866, west boundary of plot no. 869, south edge of plot no. 868. Then the same line turns towards south direction along partly west boundary of 869 up to north edge of road and turns towards west direction and proceeds along north edge of same road up to bi-junction pillar of Gohiradanda RF and Kaniha village at point 'W'.

W-L: Again the same line proceeds south direction along common village boundary of Kaniha and Gohiradanda RF and touches the bi-junction pillar of same village to close at point 'L'.

BLOCK-B :

K-J: The line starts from point 'K' which is situated on the common boundary of village Jaipur and Kansamunda and common boundary at plot no. 280 and 4003, then it proceeds towards west direction along the same common village boundary up to south west corner point number 3894 of village Kansamunda touches the point 'J'.

J-I: The line starts from 'J' and it turns towards north direction. The line enter to the village Kansamunda and proceeds with touches the west boundary of plot no. 3894,3886,3885,3881,3880,3879,3874, up to Nala, then it turns towards south west direction and proceeds along the south edge of same Nala then it turns north direction and passes along the west boundary of plot no. 3915,3928,3688,4510,4511,4512 and up to south west corner of plot no. 3615 then the same line turns towards north west direction and passes over west boundary plot no. 4515 then it turns towards north direction and proceeds with crossing the road and proceeds along the west boundary of plot no. 1959 up to north west corner of plot 1959. Next the same line turns towards east direction and passes over northern boundary of plot no. 1959 up to west corner of plot no.1957. Again the same line turns north east direction passes through west boundary of plot no. 1957, 1962, 1963, 1887, 1828 and it touches the Kansamunda village road. Again the line divert towards south west direction and proceeds along south edge of the same road then the line turns towards north direction and cross the same road and proceeds up to the edge of road then it turns towards east direction and passes north edge of the plot no.1827, then it turns towards north direction and goes through western edge of plot no. 1823, 1824 up to point 'I', which is situated on the northwest common boundary point of plot no. 1824 and 1814.

I-H: The line starts from 'I' and proceeds towards east direction up to point south east corner of plot no. 1817. Again it turns towards north direction and proceeds along the eastern boundary of plot no. 1817 up to the plot no. 1818. Again the line proceeds towards direction east along the boundary of plot no. 1822, 1821 and up to south east corner of plot no. 1785. Then line turns towards north direction and passes over west boundary of plot no.1872 up to north west corner of plot no.1782 again it turns towards east direction and goes through northern edge of plot no.1782,1781,1780 and then it moves towards north direction and proceeds along part west boundary of 1777 up to north west corner of 1777 again same line turns towards north east direction and passes through northern boundary of plot no.1777, 4698, 1775,4701,1773 and it turns south direction proceeds along east boundary of plot no. 1773 reach up to point 'H'.

H-K: The line starts from 'H' and proceeds towards south direction along west boundary of plot no. 4708 and touch the Kansamunda village road, the it passes through partly northern boundary of plot no. 1759 and passes through plot no. 1759. Then it passes along the northern and partly western boundary of plot no. 1682 and 1757, northern and western boundary of plot no.1751 partly western boundary of plot no-1752, northern and western boundary of plot no. 1754, northern boundary of plot no.1741 , northern and part western boundary of plot no. 1740, northern and western boundary of plot no. 1737, partly western boundary of plot no. 1706 , northern and western boundary of plot no. 4412, western

boundary of plot no. 1707, partly northern boundary of plot no. 1713, northern and western boundary of plot no.1726, part northern and western boundary of plot no. 1721, western boundary of plot no.4577, northern and western boundary of plot no. 4839, partly northern boundary of plot no.1974 and crosses the plot no. 1974. Then it proceeds along the northern and partly western boundary of plot no.4060, partly northern boundary of plot no.3962. Eastern, northern and western boundary of plot no. 3963, part western boundary of plot no. 3962, western boundary of plot no. 4615 and partly western boundary of plot nos. 4615 and 4055, northern boundary of plot nos. 4047 and 4046. Northern, western and partly southern boundary of plot no. 045 and partly western boundary of plot no.4050. Then the line moves along the northern and western boundary of plot no-4038, partly western boundary of plot no- 4036, northern and western boundary of plot no-4024,4026, west boundary of 4017, 4013,4011,4005 and 4004 and closed at Point 'K' on the common village boundary of village Kansamunda and Jaipur.

BLOCK- 'C' :

A-B: The line starts at point 'A' is the tri junction pillar of village Jamania, Adaitaprasad and Malapasi proceeds towards south direction along common village boundary of village Malapasi and Jamania. The line touches the tri junction pillar of village Gundurinali, Jamania and Malapasi. The same line proceeds towards southeast direction along common village boundary of Gundurinali and Jamania and touches the west side of plot no. 399 of village Jamania. Then it enters into village Gundurinali through northwest side of plot no. 485 then it turns towards southeast direction along the boundary of same plot. After touching this point it turns towards southwest boundary of plot no. 486. again it turns and proceeds southeast direction along the boundary of above plot. Then the line moves towards southwest and proceeds along western boundary of plot no. 973 and northern boundary of 972 and moves south direction along west boundary of plot no. 972,1064,1066,1068 and 1070. Again it turns towards east direction and passes through south side boundary of plot no. 1070. Then the line turns towards south and passes west boundary of plot no.1074 and 1075. Again same line turns towards direction southeast and proceeds along the south boundary of plot no. 1075 and 1838. After touching the common point of plot no. 1838 and 1059. Next it proceeds towards east along south boundary of plot no. 1059 and touches the village road again it turns towards south direction and proceeds west edge of same road up to end point of the road and turns towards east and passes up to its width. The same line moves towards northwest direction along east part edge of same road and reaches at northwest corner point of plot no.1796. Then it turns towards east direction along the south boundary of plot no.1795 up to east side common point of plot no. 1795 and 1796. Again it turns south direction and proceeds through east boundary of plot no. 1796 and 1797., then it turns towards west direction up to east common boundary point of plot no. 1797 and 1798 then it moves towards south direction and proceeds along the east boundary of plot no. 1798 again it turns towards west direction along the south boundary of same plot up to common point of plot no. 1798 and 1800 again it turns towards south and proceeds along the part east boundary of plot no. 1800 up to point 'B'.

B-C: The line starts from point 'B' which is situated at southwest side common point of plot no. 1054 of village Gundurinali. Then the line passes through south boundary of plot no. 1054 and reach up to common village boundary of Gundurinali and Chhelia and enters into village Chhelia along the south boundary of plot no. 1826 of village Chhelia. Then it turns towards north direction along the east boundary same plot up to common point of plot no. 1708 and 1826. Then it moves and proceeds through southern boundary of plot no. 1708, 16, 20, and 21 up to common point of 21 and 46. Again it turns towards direction south along west edge of plot no. 46, 47 and south edge of 47 up to common point of plot no. 47 and 48. Then it turns towards south direction and proceeds through southern boundary of plot no. 61, 65, 64 and 74 up to common point of plot no. 74 and 75. Again the line turns towards east direction and passes along southern boundary of plot no. 74, then it turns and proceeds towards south east direction along west edge of plot no. 1769 again it moves towards north east direction and proceeds along southern boundary of plot no. 1769 up to south edge of plot no. 139. Again it turns towards southeast direction proceeds along south edge of plot no.139, 137 up to starting point of plot no. 135. After crossing the width of plot no. 137 the line moves towards northwest direction along the part east edge of plot no. 137 and touches the common point plot no.137 and 248. Again it moves towards north direction along east edge of plot no.248 up to plot no. 274. Again the line turns towards southeast direction and proceeds through south boundary of plot no. 274, 1690, 276, 1662, 1473, 590, 545 and 543 and touches south corner of 543. Again it turns towards northeast direction and proceeds along western boundary of plot no. 488 and moves towards east direction along the southern boundary of plot no. 542, 541, 501, 502, 504, 480, 441, 436, 420, 421, 422 up to west edge of Chhelia village road. Again the same line turns towards north direction and proceeds along the part western edge of the same road up to common point of plot no 995 and road. Then it turns towards east direction proceeds up to south corner of plot no. 1199. Again it turns towards south direction and passes through western edge of plot no.1199, 1200 and 1483 up to southwest corner of 1483. Again it turns towards east direction and passes through south edge no.1483, 1484, 1201, 1202,1203 and south boundary of 1363, 1207, 1364, 1681 part east of 1485, 1232, 1233, 1530, 1531, 1697, 1696, 1695, 1694, 1693, 1470, 1678, 1687, 1186 and 1184 and again it turns towards south east direction and proceeds along east edge of plot no. 1318, 1319, 1320, 1321, 1322 and 1327 up to point 'C' which is situated at Tri junction pillar or Chhelia, Kaharmunda and Badatribida.

C-D: The line starts from point 'C' and proceeds towards north direction along east side edge of plot no. 1171 that is the common village boundary of Chhelia and Kaharmunda, up to east corner of plot no. 1170. Again the line turns towards northeast direction passes through same common village boundary up to Tri- junction pillar of village Chhelia, Kaharmunda and Kamarei. Next the line proceed towards north direction along common village boundary of Chhelia and Kamarei through the Tri junction pillar of village Chhelia, Kamarei and Matharagadi R.F. Again it extends in same direction along the common boundary of village Chhelia and Matharagadi R.F and it touches point 'D', which is at turning point of common village boundary of Kamarei and Matharagadi R.F.

D-E: From point 'D' the line starts and proceeds east direction along the common boundary of village Kamarei and Matharagadi R.F up to point 'E' which is east side boundary common point of same R.F.

E-F: The line starts from point 'E' moves towards northwest direction and proceed along common boundary of village Kamarei and Matharagadi R.F upto west corner of plot number 2550 of village Kamarei and again it turns towards northeast direction and passes through common village boundary of Kamarei and Telisingha and cross tri-junction pillar of Telisingha, Kamarei and Dandasingha upto bi-junction pillar of Telisingha and Dandasingha. Again same line turns towards north direction proceed along common village boundary of Dandasingha and Telisingha upto tri-junction pillar of village Telisingha, Ambapal and Dandasingha. Again it proceeds in same direction along common village boundary of Telisingha and Ambapal upto point 'F' which is situated on the same common boundary and north east corner of plot no. 2594 of village Telisingha.

F-G: The line starts from point 'F' proceeds west direction along the north boundary of plot no. 2594 of village Telisingha again turns to south direction and proceeds along partly west boundary of same plot. Then it turns towards west direction along the northern boundary of plot no. 817,816,815 and 813 up to northwest corner of plot no. 813. Then it moves towards south direction along the western boundary of plot no. 813 and 814. After reaching at south west corner of plot no. 814 again it turns to west direction and proceeds along the north boundary of plot no. 837,840, and 841, again it turns towards south direction along the western boundary of plot no. 840. Then it moves towards north west direction along the north boundary of plot no. 844,868,869 and 870. then it divert towards south west direction along the northern boundary of plot no. 870,871,874,876 and 880 up to south west corner of plot no. 880. Again it turns towards west direction and proceeds along partly north boundary of plot no. 881 up to east side of Telisingha village road. Again it turns towards south west direction and proceeds along the east edge of same village road up to plot no. 2019. Again same line turns towards south west direction along the west boundary of plot no.2019, 2018, 2082, 2085 and 2087 to touch the southwest corner of plot no. 2085. Again the line moves towards south east direction proceeds along the south boundary of 2085 up to south corner of plot no. 2085. Again it turns and passes through west boundary of plot no. 2087 to touch the common boundary point of 2087 and 2208. Again it moves towards west direction and passes along partly south boundary of 1912 and touch the north common boundary point of 1877 and 2208. Again it turns towards south direction and proceeds along east boundary of plot no. 1877 to touches the south east corner of plot no. 1877. Again it turns towards east direction and proceeds along north boundary of plot no. 2631 up to common point of 2631 and 2207. Again it turns towards south direction and proceeds along east boundary of plot no. 2211 and west boundary of 2218 up to road. After crossing the Telisingha village road the line move to south direction along east boundary of plot no. 2255 to touch the point 'G', which is situated at common point of plot no. 2255, 2254 and 2257.

G-A: The line starts from point 'G'. After crossing the village road of Telisingha the line moves towards west direction along north side of plot no. 2259 up to northwest corner of same plot. Then it moves towards southwest direction along partly west side boundary of same plot. Then the line proceeds towards west direction along northern boundary of plot no. 2266 and touch plot no. 2269. Then turns towards south direction along west boundary of the plot no. 2266 up to southeast corner of plot no. 2269. It moves west direction along southern boundary of plot numbers 2269, 2270, 2271 and 1583 and reach at northeast corner of plot no. 1580. The line turns towards southwest direction along eastern boundary of plot nos. 1580 and 1581 and reach south east corner of plot no. 1581. Next it turns towards west direction and proceeds through northern boundary of plot nos. 1582, 1575, 1576, 1574, 1570 and up to road. Again it turns towards south direction along the western edge of same road up to south corner of plot no. 1562. Again it turns towards west direction and passes along north boundary of plot no. 1533, 1534, 1535, 1481, 1498 and 1497 and touches the common village boundary of Telisingha and Jarada. Again it proceeds along the same direction then it enters in to village Jarada along the northern boundary of plot no. 3785, 3777, 3775, 3774, 3767, 3768 of village Jarada. Next it turns towards south direction along the part west boundary of 3768 up to common boundary point of 3768 and 3751. Again it moves towards west direction and proceeds along the north boundary of 3751, 3754 and 3969 to touch east side of pond. Then it turns towards north direction and passes along partly eastern boundary of plot no.3748 (Embankment of Pond) up to north east corner of the same plot. Again the line moves towards west direction along the northern boundary of plot no.

3747(Pond) up to northwest corner of 3746. Then the same line turns towards south direction to cover partly west boundary of same plot up to northeast corner of 3968. Again it turns towards west direction and proceeds along the south boundary of Jarada Basti and reach up to northeast corner of plot no. 3313. The same line turns towards west direction and proceeds along northern boundary of plot no. 3313, 3311, 3309, and 3307 and reach northwest corner of plot no. 3306. Again the line moves towards northwest direction and proceeds along west boundary of plot no. 3304, 3302, 3283, 3282, 3272 and 3271. Again the line proceeds towards west direction along the north boundary of plot no. 1709, east of 1631, north of 1632, 1631, 1633, 1635, 1625, 1622, 1621, 1645, 1646, 1649, 1650, 1604, 1600, 1601, 1681, 1682, and 1683 up to common village boundary of Jarada and Jamania. Then the line moves towards north direction and proceeds along same village boundary up to plot no. 303 northeast corner of village Jamania. Then the line enters to Jamania village towards direction northwest and passes along north boundary of plot no. 303, 302, 301, 300, 299. Again the line turns to direction north along the east boundary of plot no. 298 then turn to west direction and proceeds along the north boundary of plot no. 298, 297, 509, 286, 283, 588 up to 587. Next the line turns towards north direction and passes along the partly western boundary of plot no. 276 up to common boundary corner of plot no. 238 and 276. Then the same line moves towards northwest direction and passes along north boundary of plot no. 238 then it crosses the existing Jamania village road and proceeds along the south edge of the same village road up to plot no. 60. Then it turns towards south direction and proceeds along west boundary of plot no. 60. Then it moves west direction and passes along the south boundary of plot no. 59, 57, 591. Then the same line turns towards north direction passes along part west boundary of 591 then it turns towards west direction and proceeds along north boundary of plot no 53 up to common corner of plot no 50 and 53. Again it turns towards south direction along the east boundary of plot no. 49 up to southeast corner of plot no. 49. Again moves towards west direction and proceeds along the southern boundary of plot no. 49, 48, 43 and 42 up to south west corner of plot no. 42. Again the same line moves towards north direction along the point eastern boundary of plot no. 37 up to northeast corner of plot no. 37. Then it turns towards west direction and proceeds along the southern boundary of plot no. 41, 40, 7, 39. the same line proceeds along south boundary of 39, part east of 29, south of 29 part west of 29, south of 27, part west of 27, south of 26, 25 and west of 25 to touch the edge of road and turns towards west direction along the south edge of same road to close at point 'A'.

[F.No. 43015/12/2018-LA & IR]

RAM SHIROMANI SAROJ, Dy. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 3 दिसम्बर, 2019

का.आ. 09.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारत संचार निगम लिमिटेड, बंगलौर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, - बंगलौर के पंचाट (संदर्भ संख्या 12/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.12.2019 को प्राप्त हुए थे।

[सं. एल-40011/03/2014-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 3rd December, 2019

S.O. 09.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Bharat Sanchar Nigam Limited, Bangalore & Others, and their workmen which were received by the Central Government on 03.12.2019.

[No. L-40011/03/2014-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 15th NOVEMBER 2019**PRESENT** : JUSTICE SMT. RATHNAKALA, Presiding Officer**C R No.12/2014****I Party**

The General Secretary,
Karnataka State BSNL Non-Permanent Workers Union,
SuriBhawan, No. 40/5, 2nd B Main, 16th Main,
Sampangiramnagar,
BANGALORE – 560 027.

II Party

The Assistant General Manger (HR / Admn), Bharat Sanchar
Nigam Limited, O/o Principal General Manager, BGTD,
BG, 1st Floor, Telephone House, Rajbhavan Road,
BANGALORE – 560 001.

Appearances :

I Party : Sh. G V P Reddy, Advocate
II Party : Sh. Y Hari Prasad, Advocate

1. The Government of India, Ministry of Labourvide order No. L-40011/03/2014-IR(DU) dated 23.03.2014 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the demand of the union for the reinstatement of 152 contract workmen is justified? If not what relief they are entitled to?”

2. On receipt of the reference order, both parties were notified and they appeared through their learned counsels, despite sufficient opportunity being given, 1st Party failed to submit its claim statement. The 2nd party filed its statement disputing the very relationship of Employer / Employee. They further contended that all the 152 contract workers worked in various Telephone Exchanges in Bengaluru under Contractor. No claim is made by them for their wages; the contractors were engaged by calling tenders for Housekeeping and after offering the contract by BSNL the concerned contractor shall depute required number of workers for Housekeeping by differing telephone exchanges of BSNL in Bengaluru.

3. The 2nd Party is not required to give employment or pay wages to the house keeping workers who were sent to render their services in different telephone exchanges of BSNL; the contractors who engaged them are responsible for their Employment or to settle their claim.

4. It is a dispute espoused by the Trade Union concerning 152 contract workmen insisting for reinstatement. The burden is on the 1st Party to justify their demand before this tribunal. Since they have not pursued the demand, the inevitable answer is the demand of the 1st Party seeking reinstatement of 152 contract workman is not justified. Hence,

AWARD**Reference is Rejected.**(Dictated to U D C, transcribed by him, corrected and signed by me on 15th November 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 10.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अध्यक्ष, जवाहर नवोदय विद्यालय, कंधमाल (ओडिशा) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 63/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.12.2019 को प्राप्त हुए थे।

[सं. एल-42025/07/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 10.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2014) of the Central Government Industrial Tribunal-cum-Labour Court Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chairman, Jawahar Novadaya Vidyalaya, Kandhamal (Odisha) & Others, and their workmen which were received by the Central Government on 09.12.2019.

[No. L-42025/07/2019-IR (DU)]

V. K.THAKUR, Section Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR****INDUSTRIAL DISPUTE CASE NO. 63 of 2014**Dated Bhubaneswar the, 18th November, 2019.**Present:-**

Shri B.C. Rath
Presiding Officer,
C.G.I.T-cum-Labour Court,
Bhubaneswar.

Between:

(1) Chairman, Jawahar Novadaya Vidyalaya,
Tudipaju, At/PO: Tudipaju, Phulbani, Dist:
Kandhamal-cum-Collector, Kandhamal District:
Kandhamal.

(2) Mr. Ch. Sekhar Babu, Principal, Jawahar Navodaya
Vidyalaya, Tudipaju, At/P.O: Tudipaju, Phulbani,
District: Kandhamal.

And

Sri Damodar Patalsingh
S/o. Banchanidhi Patalsingh, At/P.O:
Tudipaju, Phulbani, District: Kandhamal.

...First party-management

...Applicant-workman

Appearances:

Shri Jitendra Kumar Nayak, Advocate : For first party management

Shri Anup Mohapatra, Advocate. : For Applicant-workman

AWARD

This Award is directed against a statement of claim preferred by the applicant-workman as mentioned in the cause title resorting to the provision of Section 2-A sub-section (2) and (3) of the Industrial Disputes Act, 1947 (Amended) (herein after referred to as the 'Act').

2. Briefly stated, the claim of the applicant-workman is that he was given appointment on daily wage basis to work as an Electrician-cum-Plumber in Jawahar Navodaya Vidyalaya, Tudipaju, Phulbani, District Kandhamal with effect from 1.4.1989. HE was working as such till 15.4.2014 when he was issued with an order that his service was no more required. He was allotted with a quarter in the campus of the School during his tenure as a daily wager. On termination of his service, he was also issued with a written order to vacate the quarter as his service was no more required. It is the case of the workman that there was repeated theft of electrical equipments from the building of the School. An F.I.R was lodged by the Principal of the School and he was harassed by the Police on a plea of interrogation on suspicion. The School authority also compelled him to leave the job for such theft and they obtained his signatures on two blank papers. It is alleged by the workman that the blank papers bearing his signatures were converted to his resignation from the job and an intimation in regard to vacation of the quarter. Further, he has claimed that he was not paid notice pay and retrenchment compensation when he was refused further engagement on daily wage basis. He had worked for more than 25 years continuously and uninterruptedly and as such, his disengagement without complying of the requirement of Section 25-F of the Act is illegal and unjustified. Therefore, he is entitled to be reinstated in service with back wages and other service benefits. It has been averred also that he approached the labour machinery for the refusal of employment. Conciliation proceeding initiated by the labour machinery having been failed, he was issued with a certificate for such failure so as to enable him to approach this Tribunal directly for an early adjudication of the dispute. Hence this case..

3. In its written statement, the management has denied all the allegations in toto and taken a stand that the workman had left the job on his own accord and voluntarily submitted in writing for such abandonment of his job as well as the vacation of the quarter. It is also claimed by the management that he was paid one month notice pay when he left the job. Since it was a case of abandonment of job on his own volition, there was no requirement to pay retrenchment compensation to the workman. As such, no illegality was committed by the management. Hence, the statement of claim as well as prayer advanced by the workman for his reinstatement along with back wages and other service benefits shall be rejected.

4. On the aforesaid pleadings of the parties, the following issues have been settled for adjudication of the dispute.

ISSUES :

- (i) Whether the application under Section 2-A, sub-section (2) and (3) of the Act of the applicant-workman is maintainable ?
- (ii) Whether the applicant-workman was refused employment with effect From 15.4.2014 or he voluntarily abandoned/quit his service ?
- (iii) If he was refused employment by the management, whether the same was illegal and unjustified ?
- (iv) If the disengagement of the workman was illegal and unjustified, to what relief the workman is entitled

5. Both the parties have adduced oral as well as documentary evidence in support of their respective averments. The applicant-workman is examined as W.W.1 and he has relied upon documents like, original letter of appointment dated 1.4.1989, certified copy of the order dated 5.11.1996 passed by the Hon'ble High Court in O.J.C. No.1111/96, copy of F.I.R dated 18.3.2014, copy of office orders dated 15.4.2014 and copy of application of the workman dated 11.6.2014 to the Deputy Labour Commissioner (Central) marked as Exts. 1 to 5 respectively to establish his claim. On the contrary, the management has examined its Principal and filed copy of letter dated 14.7.2014 of Assistant Labour Commissioner (Central), copy of letter dated 11.6.2014 written by the workman to the labour machinery, copy of reply dated 12.9.2014 of the management to the labour machinery, copy of the letter dated 15.4.2014 of the workman to the management, copy of the letter dated 19.4.2014 of the workman to the management, copy of the Bank statement of the workman copy of the wage bills of the workman and copy of the extract of details payment made to the workman till April, 2014 marked as Exts. A to H respectively to refute the allegations of the workman.

6. All the issues are taken into consideration simultaneously for the sake of convenience.

7. It is apparent from the pleading and the evidence of the parties that no serious dispute is raised in regard to the engagement of the applicant-workman as Electrician-cum-Plumber on daily wage basis with effect from 1.4.1998 to 15.4.2014. There is no dispute by the management as to continuous and uninterrupted service of the workman for the above period. Documents filed by both the parties more particularly, Exts. 1, F and G support the claim of the workman in this regard. Thus, the appointment of the applicant-workman on daily wage basis for the period from 1.4.1998 to 15.4.2014 in the establishment of the management is established by clinching and credible evidence.

8. The only point of dispute between the parties is whether the applicant-workman was refused employment from 16.4.2014 onwards or he had voluntarily abandoned the job. Since the management has admitted the engagement/

employment of the workman, burden lies on it to prove the voluntary abandonment of the job by the workman. In that regard, it relies on oral testimony of M.W. 1 (Principal of School) and copies of two letters vide Exts. D and E dated 15.4.2014 and 19.4.2014 respectively, wherein and whereby the workman had intimated the School authority about quitting of his job and a prayer for retention of the quarter for some days allegedly allotted to him during the period of his service. It is elicited from cross-examination of M.W. 1 that he joined as Principal-in-charge of the School on 14.9.2017 in the event of superannuation of the Principal, Sri Chao Sekhar Babu. Nowhere in the shorn affidavit filed towards his examination-in-chief, he has asserted that the letter of resignation and the letter for retention of quarter for some period were written or submitted by the applicant-workman before the Ex-Principal in his presence. It cannot be over sighted from the pleadings and the evidence of the parties that there was theft of electrical equipments repeatedly from the building of the School and the involvement of the workman was suspected in such incidents. Therefore, possibility of forcing the applicant-workman to quit the service and to vacate the quarter by the management cannot be ruled out. Further, the management has not raised any serious objection to Ext.4 under which the workman was informed that his service was no more required. In the other letter issued by the management the workman was instructed to vacate the quarter as his service was no more required. Had the workman tendered his resignation or the letter addressing to the Principal for quitting the service on his own accord and letter for retention of the quarter for some more period, there was no necessity for the management to issue the letter Ext.4 wherein the workman was informed about non-requirement of his service. Similarly the management was not expected to issue a letter to the workman for vacation of the quarter as his service was no more required. No explanation is also coming forth from the management as to why those two letters were issued to the workman when he had submitted two separate written letters for quitting the service voluntarily and for retention of the quarter. That apart, it can not be over sighted that as per the pleading and the evidence of the management, the workman was paid notice pay for one month. When the management claims the workman had quit the service on his own accord, it was not expected from the management to pay one month notice pay to the workman. In the above facts and circumstances the averment of the management that the workman voluntarily quitted the service appears to be doubtful. At the same time it can not be ruled out that he might have been forced to execute Exts.D and E.

9. Undisputedly, the workman was not paid any retrenchment compensation even though he is found to have worked for more than 25 years continuously and uninterruptedly in the School of the management. The letter under Ext.4 is undoubtedly an order regarding refusal of employment to the workman. The said order shall be deemed to be an order of retrenchment. Any retrenchment without compliance of retrenchment compensation to a workman having worked for more than 240 days continuously and uninterruptedly in a calendar year preceding to his alleged retrenchment is a violation of the requirement of Section 25-F of the Act and thereby, such retrenchment is illegal and unjustified.

10. The next point of consideration is to what relief the workman is entitled. Admittedly, reinstatement with back wages or without back wages is not automatic if retrenchment or termination of a workman is illegal. In suitable cases, compensation can be awarded for such illegal termination. But, in the case at hand, the workman is stated to have been working for more than 25 years and keeping the above fact in view, it is a fit case wherein the applicant-workman shall be reinstated. So far the claim of back wages and service benefits are concerned, it may be stated here that the workman was in fault to some extent by submitting the letters under Exts. D and E whatever reasons may be there. That apart, he did not render any service to the management for the above period of retrenchment. No credible evidence has been also advanced to establish that the workman was unemployed throughout the above period. In the above back drops, it is not just and appropriate to allow him back wages other than the benefit of continuity of service.

11. Hence, it is ordered that the workman shall be reinstated with continuity of service without any back wages and the management shall do needful for his reinstatement within two months of the Award being notified in the Gazette, failing which, the applicant-workman is entitled to full wages from the date of this Award with interest of 8% (eight percent) per annum on the sum till the Award is implemented.

Accordingly the reference is answered and the Award is passed.

B. C. RATH, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 11.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मुख्य पोस्टमास्टर जनरल, ओडिशा, भुवनेश्वर (ओडिशा) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 83, 84, 85/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.12.2019 को प्राप्त हुए थे।

[सं. एल-42025/07/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 11.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83, 84, 85/2017) of the Central Government Industrial Tribunal-cum-Labour Court-Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief Postmaster General, Odisha, Bhubaneswar (Odisha) & Others, and their workmen which were received by the Central Government on 02.12.2019.

[No. L-42025/07/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: BHUBANESWAR

Present: Sri B.C. Rath, LL. B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar

Date of passing of the award: 30.10.2019

Industrial Dispute Case No. 83 of 2017

- 1) The Chief Post Master General, Odisha Postal Circle, Bhubaneswar-751001
- 2) The Post Master General, Regional Office, Berhampur
- 3) The Sr. Superintendent of Post Master, Koraput Division Office, Jeypore-764001
- 4) The Head Post Master, Head Post Office, Koraput
- 5) The Asst. Superintendent of Post Master,
Koraput Head Post Office, Koraput-764020

...1st. Party Managements

-Versus-

Sri Basanta Patra,
S/o. Chayakanta Patra,
of Purunagada, At -P.R.Peta,
P.O. Jeypore Town, Koraput,
Odisha-764003.

...2nd Party Workman

Industrial Dispute Case No. 84 of 2017

- 1) The Chief Post Master General, Odisha Postal Circle, Bhubaneswar-751001
- 2) The Post Master General, Regional Office, Berhampur
- 3) The Sr. Superintendent of Post Master, Koraput Division Office, Jeypore-764001
- 4) The Head Post Master, Head Post Office, Koraput
- 5) The Asst. Superintendent of Post Master,
Head Post Office, Koraput-764020

...1st. Party Managements.

-Versus-

Subash Chandra Turuk,
S/o.Late Benar Turuk,
Hati Line, Koraput-764020
District-Koraput.

... 2nd Party workman

Industrial Dispute Case No. 85 of 2017

- 1) The Chief Post Master General, Odisha Postal Circle, Bhubaneswar-751001
- 2) The Post Master General, Regional Office, Berhampur.
- 3) The Sr. Superintendent of Post Master, Koraput Division Office, Jeypore-764001
- 4) The Head Post Master, Head Post Office, Koraput.
- 5) The Asst. Superintendent of Post Master,
Koraput Head Post Office, Koraput-764020.

... 1st Party Managements

-Versus-

Sri Bassanta Patra,
S/o. Chayakanta.
of Purunagada, At-P.R.Peta,
P.O.Jeypore Town, Koraput-764003.
Odisha.

... 2nd Party Workman

Appearance:-

For the 1st Party Management : Sri S. N. Pand

For the 2nd Party Workman : Self

AWARD

Since all the above noted cases are filed against the common Managements i.e. the Postal Managements with identical pleadings on a common cause of action, the cases are disposed of by this common order. The applicants have filed the cases raising an industrial dispute resorting to the provisions of Section 2-(A) sub section (2) & (3) of the Industrial Disputes Act, 1947 (herein after referred to as "the Act") as they were allegedly retrenched without compliance of the provisions of the I.D. Act.

2. The case of the applicants, in short, is that they were working as a Data Entry Operators at Odisha Postal Circle under Head Post Master, Head Post Office, Koraput. They were appointed on daily wages basis of Rs.250/- per day with minimum Data Entry of 300 transactions and @ 0.50 Paisa per each transaction entry exceeding 300. They joined in the Head Post Office, Koraput for such work in December, 2013. On 8.10.2015 they were refused employment. According to them they worked continuously and uninterruptedly for more than 240 days in a calendar year in between December, 2013 to October, 2015. They were not paid wages from December, 2014 onwards and they were disengaged on a plea of insufficient fund under the scheme of M.G.R.Y. Since their disengagement without notice pay and rehabilitation compensation is illegal they shall be reinstated with all back wages.

3. On being noticed the Superintendent of Post Office, Koraput Division, Koraput has contested the claim taking a stand that the applicants were never issued with any appointment letters. On their own approach they were entrusted with certain Data Entry works under the scheme of (MGNREGA). The alleged scheme does not provide or guarantee any employment continuously and uninterruptedly for any period of length. According to the 1st Party Management that the fund allotted under the scheme of MGNREGA has been spent and no fresh allotment is being received. Thereafter, there is no scope to engage the applicants as Data Entry Operators. Hence, prayer is made for rejection of statement of claims.

4. On the pleadings of the parties the issues involved are :-

ISSUES

- 1) Whether the applications preferred by the workmen are maintainable under the provisions of Sec.2-A sub clause 2 & 3 of the Act?
- 2) If the disengagement of the applicants workmen with effect from 8.10.2015 were illegal and unjustified?
- 3) If, not, to what relief the applicants workmen are entitled?

5. The applicants-workmen have examined themselves only in each of their case and filed documents such as Xerox Copies of Complaints to different authorities which is marked as Ext.1. On the other hand the Management examined a witness to refute the claim.

FINDINGS

6. For the sake of convenience all the issues are taken into consideration simultaneously .

As it appears from the pleadings of the parties that there is no serious dispute that the applicants workmen were engaged by the 1st Party Management for work of Data Entries under a scheme of MGNREGA. The Management has not also disputed the claim of the applicants that they worked for the Management from December 2013 to 8th October, 2015. It is also admitted fact that the applicants workmen were receiving wages directly from the Management @ Rs.250/- per day as a minimum wages for making entries of 300 numbers and Rs.0.50 Paise more for each entry if the number goes to more than 300 entries. No serious dispute seems to have been raised by the Management in regard to continuous and uninterrupted engagement of the applicant workmen for more than 240 days in a calendar year preceding to the alleged retrenchment or disengagement of the workmen with effect from 8.10.2015.

7. The only contention on the part of the Management is that the applicants were never given any appointment and their engagement were under a scheme of MGNREGA that to on their self approach. The scheme/project having been completed refusal and further engagement cannot be amounted to retrenchment within the meaning of sub clause 2(OO)(bb). That being the position no notice pay or retrenchment compensation is not a mandatory compliance while refusing further engagement to the applicants. It is also the contention of the Management that the applicants being daily wagers under a project or scheme were aware of the fact/the nature of their employment. They were well aware of the facts that they would be discontinued from their engagement of Data Entry Operators on completion of the Scheme/project under the MGNREGA. As such they ought to know that their employment as short and therefore, no notice pay or rehabilitation compensation is required to be paid to the workmen at the time of their retrenchment or disengagement. Though, such pleading and contention has been advanced there is no credible evidence or document on behalf of the Management to establish the above pleading.

When no serious dispute is raised to the engagement of the workmen on daily wage basis under the scheme of MGNREGA and their employment under the scheme were continuous for more than 240 days and there is no credible evidence that the workmen were aware of the scheme being completed or stopped at any moment and their engagement were subject to availability of the funds under the scheme, the refusal of employment to them due to non-allotment of funds under the scheme of MGNREGA would not be covered U/s.2(OO)(bb) of the Act. On the other hand it is settled by the Hon'ble Apex Court in the case between S.M. Nilajakar and others –Versus- TELECOM District Manager, Kornatak in Civil Appeal No.1239-1244 of 2001 that the engagement of a workmen as daily wages does not by itself amount to putting the workmen on notice that they were being engaged in a scheme or project which were to last only for a particular length of time or up to the occurrence of some event, and therefore, the workmen ought to know that their employment were short. The contract of employment consciously entered into by the workmen with the employer would resulted in a notice to the workmen on the date of commencement of the employment itself that their employment was short and as per the terms of the contract the same were liable for termination on expiry of the contract and the scheme or project coming to an end. In the case at hand there is no evidence except oral evidence of MW.1 that fund being exhausted under the MGNREGA scheme there was no scope for engagement of the workmen, to show that the workmen were aware of the period or length of time for which they were engaged to work as Data Entry Operators. Hence, before their disengagement they would therefore be entitled to notice and compensation in accordance with the provisions of Section 25(f) though the right of employer to close the undertaking for any reason whatsoever cannot be questioned.

8. Coming to the case at hand the workmen were not given any notice for refusal of employment to them with effect from 8th October, 2015. They were not paid any rehabilitation compensation. Thus there was violation of the provisions of Sec.25(f) while refusing employment to them on account of the scheme being completed or the project is discontinued for want of allotment of funds. The Management has not also refuted the claim of the workmen that they were not paid wages for certain period even though they continued to work till 8.10.2015. At the same time it can not be over ruled that the engagement of the workmen were about two years and that too under the scheme of MGNREGA. Taking totality of the facts and circumstances into consideration it can be safely said that it is not a case where reinstatement can be directed. However, the workmen are entitled to receive compensation for violation of the provisions of Section 25(f) as narrated above. Therefore, the Management is directed to pay a compensation of

Rs.20,000/- to the applicants workmen for their retrenchment or disengagement without prior notice and payment of compensation as required I U/s.25(f)(n) of the Act and forcing them to enter into the present litigation.

The amount shall be paid within three months from the date of notification of the award failing which the applicants workmen are entitled to interest @ 6.5% per annum on the said amount from the date of this award.

Send a copy of the award along with original to the Ministry for its notification and necessary action at their end.

Dictated & corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 12.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स चिकित्सा अधीक्षक, सफदरजंग अस्पताल नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, -2 दिल्ली के पंचाट (संदर्भ संख्या 72/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.12.2019 को प्राप्त हुए थे।

[सं. एल-42012/58/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 12.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2016) of the Central Government Industrial Tribunal-cum-Labour Court-2 Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Medical Superintendent, Safdarjung Hospital New Delhi & Others, and their workmen which were received by the Central Government on 18.12.2019.

[No. L-42012/58/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour

Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 72/16

Date of Passing Award- 21st November, 2019

Between:

Shri Bihari Lal,
S/o Late Shri Jharu Ram,
R/o Vill- Chameru, Po- Susan,
Tehsil Jaishingpur,
Dist- Kangra,
Himachal Pradesh- 176094.

...Workman

Versus

The Medical Superintendent,
Safdarjung Hospital and VMMC,
New Delhi- 110029.

...Management

Appearances:-

None for the claimant (A/R)

For the Workman

Shri Chaudhary Shamsuddin Khan (A/R)

For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of Safdarjung Hospital, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-42012/58/2016 (IR(DU)) dated 15.07.2016 to this tribunal for adjudication to the following effect.

“Whether the action of the management of Safdarjung Hospital in terminating the services of Shri Bihari Lal w.e.f. 10.08.2001 is just and fair? If not, to what relief the workman is entitled to?”

As per the claim petition the claimant was appointed as a Security Guard in Safdarjung Hospital New Delhi w.e.f. 12.02.1992 and was allowed to change over his order of Security Guard to the post of Peon w.e.f 08.09.92. His service was regularized as peon w.e.f 16.01.1998. When he was performing his duty to the utmost satisfaction of the employer was often making demand for the benefits of minimum wage EPF and ESI Benefits and appointment letter. Being aggrieved by the same and in order to take revenge by an oral order dated 10.08.2001 his service was terminated by the management. At the time of termination no notice, notice pay, or retrenchment compensation was paid to him nor the Principals of Last Come First Go was followed. Being aggrieved the claimant approach the labour commissioner where a conciliation proceeding was taken up. Since, the claimant had completed 240 days of work in a calendar year demanded temporary status and claimed for reinstatement with all other service benefits. But the conciliation failed due to the non cooperation of the management and the Appropriate Government made the reference for adjudication.

In reply management filed the WS stating therein that the claimant was appointed as a Security guard on 12.02.92, allowed changeover to peon w.e.f 08.09.92 and his service was regularized w.e.f 16.01.1998. He was never disciplined employee and habitually absents himself from duty. Since the workplace is a hospital serious dislocation of work occurred for such behavior of the claimant. A disciplinary proceeding was initiated after giving warning to the claimant and ultimately his service was terminated. Thereby the management has denied their allegations leveled by the claimant.

On this rival pleading the following issues were framed for adjudication.

ISSUES

1. If the proceeding as framed is maintainable.
2. If the Act of the respondent terminating the workman from service is legal and justified.
3. To what relief the parties are entitled to.

When the matter was listed for hearing and claimant evidence the workman remained absent. After giving several opportunities the evidence for the workman was closed. Management also adduced no evidence. Hence, in absence of evidence this tribunal is of the opinion that the claimant has no claim to substantiate and the reference is accordingly answered. Hence, ordered.

ORDER

The reference be and the same is answered as the claimant has no claim to substantiate. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

21st November, 2019

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 13.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स रजिस्ट्रार, एच एन बी गढ़वाल केंद्रीय विश्वविद्यालय, गढ़वाल (यूके) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, -2 दिल्ली के पंचाट (संदर्भ संख्या 17/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.12.2019 को प्राप्त हुए थे।

[सं. एल-42011/52/2011-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 13.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2012) of the Central Government Industrial Tribunal-cum-Labour Court-2 Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Registrar, HNB Garhwal Central University, Garhwal (UK) & Others, and their workmen which were received by the Central Government on 18.12.2019.

[No. L-42011/52/2011-IR (DU)]

V. K.THAKUR, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI****Present:** Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour

Court-II, New Delhi

INDUSTRIAL DISPUTE CASE NO. 17/2012**Date of Passing Award- 26th November, 2019****Between:**

Shri Balbeer Singh,
S/o Shri Govind Lal,
R/o Village and PO-Devalgarh Patti, Chalasu,
Distt. Pauri,
Uttarakhand.

... Workman

Versus

The Registrar,
HNB Garhwal Central University,
Sri Nagar Garhwal (UK),
Garhwal (UK)

...Management

Appearances:-

None for the claimant (A/R)	For the Workman
Shri K.H. Gupta (A/R)	For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of HNB Garhwal Central University, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-42011/52/2011 (IR/DU) dated 14.10.2011 to this tribunal for adjudication to the following effect.

“Whether the action of the management of HNB Garhwal Central University, in terminating the services of Shri Balbeer Singh S/o Shri Govind Lal w.e.f. 11/10/2001 without complying with section 25-F, Gand H is legal and justified? What relief the workman is entitled to?”

Both the parties were put to notice. The claimant filed statement of claim with the averments that he was appointed as third category employee/ typist under the management on 01.09.2000.

2. He had been discharging his duty to the utmost sincerity, hard work, honesty satisfaction of the employer. His work and conduct was good and satisfactory and gave no occasion of any complaint in his entire service period of more than 395 days. However the management without any rhyme and reason or cause illegally terminated the service of the claimant/workman on 11.10.2001 without even paying the retrenchment compensation and notice pay and thus violated the provision of section 25-F of the Act. The claimant made a representation to the Chief Minister Uttarakhand regarding his illegal termination by the management. On his representation the Hon'ble Chief Minister through Joint Secretary issued a direction vide letter dated 07.12.2001 to the management to maintain the status quo and also directed to release the dues of salary to the workman with immediate effect, but the management neither cared nor complied with the direction of the Chief Minister, which clearly demonstrate that management had been indulge in mal trade practice. The job of the workman was permanent in nature and he had been requesting the management to regularize his services. Even no seniority list prepared by the management and the persons junior to the workman namely Rajender Singh Rawat, Gaya Prasad Semwal, Gor Singh Rawat etc have been were reinstated/reemployed. But the claimant was not

re-employed/reinstated. Thereafter the workman approached U.P Labour Commissioner for conciliation but to no avail due to adamant attitude of the management. According to the case of the workman the appropriate government had referred the matter to the Labour Court Dehradun wherein the workman filed his statement of claim. However Ld. Presiding Officer of Labour Court Dehradun vide order dated 12.10.2010 had disposed of the claim petition observing that the said court had no jurisdiction, as the management is being governed as Central University. It is averred that termination is malafide and based on victimization of the claimant. The workman has not been gainfully employed since the day of his illegal termination. Prayer has been made for reinstatement of the workman into service with full back wages, continuity in service with all other legal consequential benefits.

3. The management filed written statement refuting the stand of the workman. While denying the employer employee relationship between the management and workman, it is submitted that the claimant was never appointed by the University/management. It is stated that management was earlier a State University upto 14.01.2009 and was upgraded as a Central University under the Central Universities Act 2009 w.e.f 15.01.2009. At the time of said up gradation of the university there were 171 contractual/daily wage employees, engaged by the Head of the Department/Project Incharge/Sectionals Head of the University which are not the appointing authority. During the tenure of the state University some of the departments may have engaged daily wagger without approval of the competent authority i.e. Vice Chancellor. Those daily wagger/contractual labours may have been engaged for a period of one to three months showing some urgency of the section without following any provisions of law and with a view to provide a back door entry in the university. It is alleged that none of those 171 contractual/daily rated employees were engaged against any substantive post. Prayer has been made for dismissal of the claim petition with cost.

4. Workman filed rejoinder denying the stand taken by the management.

On the rival pleadings the following issues were framed on 28.11.2014 for adjudication.

ISSUES

1. Whether the action of management of HNB Garhwal Central University, in terminating the services of Shri Balbeer Singh, S/o Govind Lal, w.e.f 11.10.2001 without complying with section 25-F, G and H is legal and justified? If so its effect?
2. What relief the workman is entitled to.

5. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support of his case, he did not lead any evidence. He stopped participating in the proceeding and fresh notice of appearance was issued to him for 26.09.2019. Through registered post but he failed to cause appearance or to adduce evidence, in support of his case. Ultimately this Tribunal presuming that the workman was not interested to pursue his case on merits, was left with no option but to reserve the matter for passing the award.

6. It is mentioned that onus was upon the claimant/workman to prove his case regarding his employment/engagement with the management as well as about illegal termination of his services by the management. The workman/claimant has failed to discharge the onus. In view of the fact that the claimant has not led any evidence in support of his case, this Tribunal is constrained to pass "No Dispute Award" in the matter. Since the matter has not been decided on merits, there will be no bar for the claimant to file afresh claim petition in accordance with law for adjudication of the controversy in issue or to seek any other relief to which he is otherwise entitled to. Award is passed accordingly.

The reference is accordingly answered.

PRANITA MOHANTY, Presiding Officer

26th November, 2019

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 14.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंध संचालक, टीएचडीसी इंडिया लि., ऋषिकेश, (यूके) और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2 दिल्ली के पंचाट (संदर्भ संख्या 46/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.12.2019 को प्राप्त हुए थे।

[सं. एल-42012/36/2017-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 14.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2017) of the Central Government Industrial Tribunal-cum-Labour Court-2 Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, THDC India Ltd., Rishikesh, (UK) & Others, and their workmen which were received by the Central Government on 18.12.2019.

[No. L-42012/36/2017-IR (DU)]

V. K.THAKUR, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 46/17**Date of Passing Award- 14th November, 2019****Between:**

Shri Dhan Singh & Ors.,
S/o Late Shri Rai Singh,
R/o Vill & Po. San., Pattiguli,
Dist. Tehri Garhwal,
Garhwal (UK)- 249001.

...Workman

Versus

1. The Managing Director Chairman-cum-Managing Director,
THDC India Ltd.,
Pragatipuram, Rishikesh,
Rishikesh, 249201.

2. The Project Director,
PCL Company,
Po-Pokhari, Koteswar Hydro Project,
Tehri Garhwal (Uttaranchal- 249001.)

...Managements

Appearances:-

None for the claimant (A/R)

For the Workman

Shri Kamlesh Anand

For the Management No. 1

Shri Purvesh
(A/R)

For the Management No. 2

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of Pragatipuram Rishikesh, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-42012/36/2017 (IR(DU)) dated 26.09.2017 to this tribunal for adjudication to the following effect.

“Whether the workmen (A group of workers of M/s PCL Company, Koteswar, Tehri) were justified in seeking payment of the period from 20.05.2013 to 31.10.2013 even though there was no concrete evidence available with them of having worked during the period, under the circumstances should not M/s PCL Company (Presently called M/s PCL ILC (JV)) make the payment to eligible employees only and raise its bill to M/s. THDCIL.”

2. Both parties were put to notice and the claimants/workmen filed joint statement of claim with the averments inter-alia that they were working under the Management company from 21/7/2003 onwards till 31/10/2013 on different posts such as Senior Executive, clerk, driver, supervisor, guard, storekeeper, cook etc. but they were not paid salary/wages from 20/5/2013 to 41/10/2013 and thereafter services of all the workmen were terminated without any prior intimation or information on 31/10/2013. In Para 6 of the statement of claim, the workmen have given chart showing the names, designations, salary paid and payable to each of 43 Nos. of workmen and according to them a sum of

Rs.34,46,182/- is payable by the Management. It is pleaded that on 22/2/2017 the Management of THDCIL was called upon for the joint discussion regarding nonpayment of salary wages to the workmen who were working under the contractor M/s PCLK Intertech Len Hydro Consortium JV and a memorandum of settlement was arrived at on 13/11/2013 before the Conciliation Officer whereby it was agreed to that the Management shall prepare the bill wages of all the 43 workmen pertaining to the period 20/5/2013 to 31/10/2013 and be submitted to the Management of THDC, Koteswar latest by 29/11/2013. It is also pleaded that despite repeated requests dated 20/12/2013, 11/3/2014, 10/6/2014, 30/10/2014 and 12/2/2015 the Management has not paid the wages to the workman for the aforesaid period. Thereafter the workmen approached the Chief Labour Commissioner (Central), Dehradun and conciliation proceedings were initiated but to no avail. It is pleaded that act of the Management is arbitrary and against the norms of natural justice. Thus, the workmen/ claimants have prayed for passing of award to the tune of Rs.34,46,182/- towards wages of the workmen/claimants, alongwith a sum of Rs.1 lakh as legal fee and Rs.5 lakhs for the mental pain and agony suffered by them.

3. Management No.1 viz. Management of THDCIL resisted the claim of the workman, by filing written statement, mainly on the ground that there never existed any relationship of employee –employer between the claimants and Management No.1. According to it, the main contractor M/s PCL ILC JV was liable for compliance of labour laws as per terms of agreement, for execution of Civil works for construction of Koteswar Dam, spillways and power house, which contract was awarded to Management No.2 vide agreement dated 14/11/2002. Management no.1 has no knowledge of the alleged employment of the claimants by Management No.2. It is alleged that M/s PCLILC JV vide its letter dated 8/6/2017 has submitted that liability of salary and wages of 43 workers for the period from 20/5/2013 to 31/10/2013 is on them. Thus prayer has been made for dismissal of claim petition.

4. Management No.2 M/s PCL Intertech Lenhydro Consortium JV also resisted the claim petition by filing written statement, submitting that as per memorandum of settlement dated 13/11/2013 arrived at amongst the parties viz. workmen and the Managements herein, PCL had submitted the bill towards wages of workers for the period from 20/5/2013 to 30/9/2013 vide letter dated 5/10/2013 but the Management NO.1 foreclosed the contract on 21/1/2014 and discontinued the release of payment on the plea that same shall be released by THDC, Koteswar alongwith the payment of full & final bill of M/s PCLILCJV. It is alleged that full and final bill is under process with Management no.1. Hence, prayer has been made for rejection of claim petition.

6. The claimant filed rejoinder to the written statement of Management No.1 and 2 and reiterated their own case as set up in the claim petition.

7. On the pleadings of the parties, following issues were framed for adjudication

ISSUES

- 1) Whether the proceeding is maintainable.
- 2) Whether the claimants are entitled to their remuneration for the period from 25.05.2013 to 31.10.2013.
- 3) Whether there was employer employee relationship between management No.1 and 2 and the workmen during that period.
- 4) If the workmen would be entitled to the remuneration for the aforesaid period, who shall pay the same.
- 5) To what other relief the parties are entitled to.

8. Perusal of the record shows that despite number of opportunities granted to the workmen/claimants to adduce evidence in support their case, they did not lead any evidence. Ultimately this Tribunal presuming that the workmen were not interested to pursue their case on merits, was left with no option but to close his evidence vide order dated 20/9/2019.

9. At the outset it is mentioned that onus was upon the claimants/workmen to prove the factum of their employment as also factum of nonpayment of wages by their employer for the period from 20/5/2013 to 31/10/2013 as claimed by them. The workmen/claimants have failed to discharge the onus. In view of the fact that the claimants have not led any evidence in support of their case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Since the matter has not been decided on merits, there will be no bar for the claimants to file afresh claim petition in accordance with law for adjudication of the controversy in issue or to seek any other relief to which they are otherwise entitled to. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 of the Act.

The reference is accordingly answered.

PRANITA MOHANTY, Presiding Officer

14th November, 2019

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 15.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स दूरसंचार जिला प्रबंधक, भारत संचार निगम लिमिटेड, सहारनपुर, उत्तर प्रदेश और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2 दिल्ली के पंचाट (संदर्भ संख्या 62/2019) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.12.2019 को प्राप्त हुए थे।

[सं. एल-40011/1/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 15.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2019) of the Central Government Industrial Tribunal-cum-Labour Court-2 Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Telecom District Manager, Bharat Sanchar Nigam Limited, Saharanpur, Uttar Pradesh & Others, and their workmen which were received by the Central Government on 18.12.2019.

[No. L-40011/1/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2, NEW DELHI**

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer,
CGIT-cum-Labour Court-II, New Delhi

INDUSTRIAL DISPUTE CASE No.62/2019Date of Passing Award : 26th November, 2019

Mahesh Chand,
District Secretary,
BSNL Casual and Contract Workers Union,
Saharanpur -247001.

...Workmen

Versus

The Telecom District Manager,
Bharat Sanchar Nigam Limited,
Uttar Pradesh 243601.

...Management/Respondent

Appearances :-

None

For the Workman

Shri Atul Bhardwaj A/R

For the Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide letter No. L-40011/I/2019-IR(DU) dated 12/2/2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether there exists an employer-employee relationship between the management of Bharat Sanchar Nigam Limited and the 24 workmen represented by BSNL casual and contract workers union and whether the action of Management of Bharat Sanchar Nigam Limited in terminating the 24 workmen (list attached) is fair, just and legal ? If not, what relief the concerned workmen are entitled to?’

2. Both parties were put to notice and the workmen did not cause appearance despite issuance of notice through registered post. However, the Management caused appearance through its authorised representative Shri Atul Bhardwaj. Perusal of the record shows that time and again matter was adjourned for filing statement of claim on behalf of the workmen but the workmen for the reasons best known to them did not file statement of claim. Hence, this Tribunal was

of the view of the workmen were not interested to pursue the case and ultimately the case was reserved for “No claim/dispute award”.

3. In view of the fact that the workmen have failed to file their statement of claim, giving details about their grievance & industrial dispute with the Management, this Tribunal is constrained to pass “No Claim Award” in the matter. Since the matter has not been decided on merits, there will be no bar for the workmen to file afresh claim petition in accordance with law for adjudication of the controversy in issue or to seek any other relief to which they are otherwise entitled to. Award is passed accordingly.

Dictated & corrected by me.

PRANITA MOHANTY, Presiding Officer

26th November, 2019

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 16.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कार्यकारी अभियंता, (ई) सीपीडब्ल्यूडी, देहरादून केंद्रीय विद्युत प्रभाग, देहरादून, उत्तराखंड और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ संख्या 31/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.12.2019 को प्राप्त हुए थे।

[सं. एल-42011/02/2015-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 16.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2015) of the Central Government Industrial Tribunal-cum-Labour Court-2 Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Executive Engineer, (E) CPWD, Dehradun Central Electrical Division, Dehradun, Uttarakhand & Others, and their workmen which were received by the Central Government on 18.12.2019.

[No. L-42011/02/2015-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 31/2015

Date of Passing Award- 22nd November, 2019

Between:

Shri Govind Singh, Motor Lorry Driver
C/o All India CPWD (MRM) Karamchari Sangathan,
H. No. 4823, Gali No. 13, Balbir Nagar Extn.
Shahadra,
New Delhi- 110032.

... Workman

Versus

1. The Executive Engineer, (E)
CPWD, Dehradun Central Electrical Division,
Subhash Road, Dehradun,
Uttarakhand- 248001

2. The Zonal Secretary,
All India CPWD (MRM) Karamchari Sangathan,
H. No. 4823, Gali No. 13, Balbir Nagar Extn.
Shahadra
New Delhi- 110032.
3. The Superintending Engineer,
Coord. Electrical Circle, CPWD,
East Block, R.K. Puram,
New Delhi- 110022.

...Managements

Appearances:-

Shri Satish Kumar Sharma (A/R) For the Workman.
Shri Atul Bhardwaj (A/R) For the Managements

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of CPWD, Dehradun Central Electrical Division, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-42011/02/2015 (IR(DU)) dated 17.02.2015 to this tribunal for adjudication to the following effect.

“Whether the workman is entitled for grant of promotion w.e.f Feb, 1995 where the mistake in his promotion is already admitted and specific order of the effect is required? And if so, what should be shortest specific time period for issuance of such immediate order and payment of accrued benefit thereupon that he is entitled to?”

As per the claim statement the claimant was engaged as a Motor Lorry Driver on daily wage basis w.e.f. 04.09.84. For some time he was removed from service and reengaged w.e.f 15.10.1988. His service was regularized w.e.f. 25.06.2002 as a Motor Lorry Driver in the management. While working on daily wage basis he completed 240 days of work in a calendar year and became eligible to be taken as a temporary employee of the management. In the year 1992 the management while implementing the judgment of the Hon'ble Supreme Court in the matter of Shri Surinder and Other vs. Engineer in Chief, CPWD created 8982/- posts to regularize the service of daily rated workman of CPWD. The daily rated Motor Lorry Drivers where included in the list so created. But during the said process service of the claimant was not regularized and he filed a case before the Hon'ble CAT Principal Bench New Delhi wherein the judgment was delivered in favour of the workman on 06.06.2001. Pursuant thereto the management passed an order to regularize the service of the present claimant workman. Though the service of juniors were regularized, the case of the claimant was not considered with due priority. The claimant on attaining the age of 60 was superannuated from service w.e.f 30.06.2009. But he was not given retirement benefits as his total service period was counted for less than 10 years as the service rendered by him on Muster Roll was not computed for calculation of the length of service to derive the service benefits. The decision of the management is in gross violation of Rule 14 of the pension Rule 1972 which provides for taking into consideration half of the service rendered as a daily wage employee for the purpose of pensionary benefit. All the efforts made by the claimant through the Union to get his legitimate dues in the pension went in vain. Finding no other way he raised a dispute and conciliation proceeding was initiated. During that proceeding the pay and accounts department of the management opined that 50% of the service rendered as a Muster Roll Employee should be counted for pensionary benefits. Even after that the management became adamant and went on settling the entitlements of the claimant without regularizing the service w.e.f. the date of regularization of his junior workman i.e. in February 1995. That action of the management amounts to unfair labour practice and hence, this claim has been filed praying for an award for regularization of the service of the workman w.e.f. February 1995 alongwith all consequential benefits.

Being noticed the management CPWD appeared and filed written statement admitting that the claimant was initially appointed as MLD on the basis of an order which was valid upto 13.05.85. Thus, on 13.05.85 the service of the claimant was discontinued. He was reengaged as MLD w.e.f. 15.10.88 to 31.07.2000 and his service was regularized w.e.f. 25.06.2002. The Principal Bench of CAT Delhi directed the management CPWD to regularize the service of the present claimant and others according to their turn and there was no other direction except that. Accordingly the service of the workman was regularized w.e.f 25.06.2002. The claimant had never challenged his regularization w.e.f 25.06.2002. His plea for regularization from the date when his juniors were regularized is not maintainable for the break in his service. With such assertion the management has pleaded for dismissal of the claim.

The claimant filed rejoinder refuting the stand taken by the management.

On the rival pleading following issues were framed for adjudication.

ISSUES

1. Whether the workman is entitled for grant of promotion w.e.f Feb, 1995 where the mistake in his promotion is already admitted and specific order of the effect is required? If so its effect?
2. And if so, what should be shortest specific time period for issuance of such immediate order and payment of accrued benefit thereupon that he is entitled to?
3. To what relief the workman is entitled to and from which date?

The claimant examined himself as WW1 and produced the documents which were marked in a series of WW1/1 to WW1/7. These documents include the order of the management dated 30.08.84 appointing the claimant as a driver on daily rated basis, the order of the Director General CPWD creating 8982/- post for regularization in different category including Lorry Driver, the manual for work charge establishment, the order of the Superintending Engineer CPWD dated 11.01.2002 for regularization of the service of the claimant as per the direction of the Hon'ble CAT a letter communication to one Shri Anand Ram Lorry Driver informing the list of Motor Lorry Drivers regularized. This document has been filed to show that the persons junior to the claimant were regularized in service.

On behalf of the claimant the copy of the claim petition filed before the Labour Commissioner the reply filed by the management the documents relating to settlement of the retirement dues of the claimant. The resolution of the espousal has been filed. On the other hand the management examined one Purnesh Kumar the Executive Engineer of CPWD who proved the document marked as MW1/1 to MW1/2. MW1/1 is the order of regularization and MW1/2 is the list of the persons who were regularized as Lorry Drivers. These two documents filed by the management have been admitted by the claimant. Both the witnesses cross examined at length by the adversary.

At the outset of the argument the Ld. A/R representing the management submitted that the claimant was initially appointed as a Muster Roll employee for a specific period and there was a break between 1985 and his reengagement as a Muster Roll Employee in 15.10.88. As per the direction given by Hon'ble CAT, the Superintending Engineer Co-ordination Circle issued an order on 11.01.2002 regularizing the service of the claimant w.e.f. 25.06.2002. The claimant had never disputed the same till his superannuation. The claim advanced by him demanding regularization w.e.f. February 1995 as his juniors were regularized on that day is false and not maintainable. The counter argument advanced by the claimant is that he had worked as a Muster Roll Employee since the year 1985 and pursuant to the judgments of the Hon'ble Supreme Court CPWD in the year 1992 had created 8982 posts for regularizing the service of the muster Roll Employees. In the year 1993, 1994 and 1995 in phased manner the muster roll employee were regularized in service. But the benefit was not allowed to the claimant compelling him to approach the Hon'ble CAT. The Hon'ble CAT passed an order directing the department to regularize the service of the claimant following the order passed by the Hon'ble Supreme Court. But the management in a whimsical manner regularized the service of the claimant w.e.f. 25.06.2002 as a result of which serious prejudice has been caused to him.

FINDINGS

ISSUE No.1

The claimant of this proceeding has stated that he was appointed initially as MLD on HR in September 1984 which ended in May 1985 and again appointed in the same post on 15.10.1988. His service was regularized w.e.f 25.06.2002 as Motor Lorry Driver. This has not been disputed rather admitted by the management in its WS. The only dispute is that the claimant was regularized in service like his juniors w.e.f February 1995 and he describes the same as discrimination and unfair labour practice by the management. The management has denied the claim of the claimant with a pleading that he has been rightly regularized w.e.f 25.06.2002. The other admitted facts are that the Hon'ble Supreme Court in the case of Surinder Singh and others vs. Engineering in Chief CPWD by order dated 1st September 1992 directed the management to regularize the service of the casual workers and pursuant thereto 8982 posts in different categories were created to regularize the daily rated workers. The candidature of the claimant and many others were not considered for which they were forced to file OA No. 845 of 2000 before the Hon'le CAT Principal Bench New Delhi. In its judgment the Hon'ble CAT passed an order directing regularization of the workmen and others according to their eligibility. Pursuant thereto a decision was taken by CPWD which has been filed as exhibit WW1/3. This order was passed on 11.01.2002 wherein it was clearly indicated that the service of claimant shall be regularized as Motor Lorry Driver in the Central Circle Dehradun. But the management CPWD ignoring the said direction issued an order directing his regularization w.e.f 25.06.2002.

The claimant has stated that the office order passed regularizing his service is contrary to the principle of equality since the service of juniors were regularized prior to his regularization. To fortify his stand he has filed the notification of the management issued by the coordination circle of CPWD on 19.11.85 pursuant to the judgment of the Hon'ble Supreme Court. During course of argument the Ld. A/R for the claimant pointed out to the case of One Dilbag Singh appearing at serial No. 3 of the list and submitted that this person was appointed for the first time on 20.1.1988 but

his service was regularized w.e.f 1995. This document has been filed as WW1/1. Though time and again the grievance was ventilated to the authority the same was not heeded to.

In reply the Ld. A/R representing the management submitted that the claimant Govind Singh was engaged on Muster Roll on 04.09.84 but his engagement was not continuous as he was disengaged and reengaged on 15.10.88. The Hon'ble Principal Bench CAT never directed for regularization of the service of the claimant w.e.f 1995 but directed for consideration of the same according to suitability. He also clarified that CPWD is a very big organization divided into different Zones and Circles and seniority list of every zone is being maintained separately. Depending upon the seniority of the persons in the division and subject to the availability of the vacancy persons were regularized. The claimant was regularized w.e.f. 25.6.2002 and the persons regularized in different Circles have nothing to do with the same nor can influence the claim of the claimant/workman.

He also argued that following Rule 14 of CSS (pension) Rules 1972 the total length of the service rendered by him as a muster roll employee was taken into consideration for the pensionary benefits. The claimant had never disputed his regularization w.e.f. 25.06.2002 and thus, his claim is baseless.

The document filed by the management as MW1/2 is a RTI information given to one Anand Ram Motor Lorry Driver which reveals that pursuant to the order dated 19.11.1985 passed by the Director General CPWD the Motor Lorry Drivers were regularized as per list one annexed to the order. This list shows that many persons initially appointed in the year 1987-1988-1989 were regularized w.e.f 1995 and it is also evident on record that the claimant/workman was regularized on 25.06.2002. But no oral or documentary evidence has been adduced by the claimant justifying his stand for regularization w.e.f 1995. On the contrary the witness examined on the behalf of the management has stated that the claim of regularization is subject to availability of vacancy and regulated by the seniority of the claimant as directed by the Director General of CPWD in his office order. The claimant cannot advance a claim citing the case of different persons of different circles. To fortify his stand the claimant has basically relied upon a document which is in the nature of memorandum of settlement arrived between the claimant and the executive engineer CPWD Dehradun before the Assistant Labour Commissioner Dehradun. This shows that on behalf of the management one Mr. B.N Tiyaagi and one Sarvesh Sharma had signed memorandum whereas the claimant Govind Singh and officer bearers of the Union had also signed on the same. The demand of regularization of service was withdrawn by the workman whereas he agreed for other terms of the settlement.

In this proceeding though the claimant has pleaded about regularization of service of juniors prior to him no document or evidence has been filed to fortify the same. Hence, having no evidence on record this issue is answered against the workman and it is held that he is not entitled to regularization w.e.f February 1995.

ISSUE No. 2 and 3

In view of the finding of issue no.1 it is held that the claimant is not entitled to any other relief since as per his own admission 50% of the length service rendered by him as a muster roll employee has already been computed for grant of pensionary benefits. Hence, ordered.

ORDER

The reference be and the same is answered against the workman who is held not entitled to any relief. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

PRANITA MOHANTY, Presiding Officer

22th November, 2019

नई दिल्ली, 26 दिसम्बर, 2019

का.आ. 17.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रधानाचार्य, जवाहर नवोदय विद्यालय, रीवा (म.प्र) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 21/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.12.2019 को प्राप्त हुए थे।

[सं. एल-42012/155/2013-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 26th December, 2019

S.O. 17.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Principal, Jawahar Navodya Vidyalaya, Rewa (M.P.) & Others, and their workmen which were received by the Central Government on 24.12.2019.

[No. L-42012/155/2013-IR (DU)]

V. K.THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/21/2014

Present: P.K.Srivastava H.J.S.(Retd)

Shri Ali Ahmed
Near Dargah School
Near Basti, Narzirabad,
Satna (M.P.)

... Workman

Versus

The Principal
Jawahar Navodya Vidyalaya
Sirmour
Rewa (M.P.)

... Management

AWARD

(Passed on this 12th day of December, 2019)

1. As per letter dated 24-2-2014 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No. L-L-42012/155/2013-IR(DU). The dispute under reference relates to:

“Whether the action of the Management of the Jawahar Navodya Vidyalaya Sirmour District Rewa in terminating the services of Shri Ali Ahmad, is legal and justified? If not, to what relief the claimant is entitled for and from which date ?”

2. After registering the case on the basis of reference, notices were sent to the parties.

3. The case of the workman as stated in his statement of claim is that he was first appointed as a Lab Attendant on casual basis as daily wager since the date of establishment 7-11-2008 and has been working continuously on this post till 25-8-11. He was terminated from service under an oral order of Principal of College which is against law as violative of Section 25-F, G & H of the “Act”. It has been further alleged that he had completed 240 days of continuous service in the year preceding the date of his termination. He was not given any notice or compensation. Accordingly, it has been prayed that he be reinstated with all back wages and benefits and be regularised on the said post.

4. In its statement of defense, management has first taken preliminary objection of lack of jurisdiction of this Court on the ground that the dispute is cognizable by Central Administrative Tribunal. The allegation of the workman that he had been in continuous employment of the management for a period of 240 days in the year preceding the date of his termination has also been denied and it has been prayed that the reference be answered against workman.

5. At the stage of evidence, workman examined himself on oath and was cross examined. The workman further proved the copy of order 9-2-2010 and 5-10-2009 (Exhibit W2 and W4) respectively, copy of gate register 37 pages (exhibit W3), Attendance register 42 pages (Exhibit W-4), Application (Exhibit W-5), notice (Exhibit W-6), Statement (Exhibit W-7), and copy of pass book (Exhibit W-7) by secondary evidence under order of this Court. The Management filed affidavit of its Principal in evidence and was not produced for cross-examination, hence his un-cross examined affidavit cannot be read into evidence in favour of Management.

6. I have heard arguments of learned Counsel for workman Shri Praveen Yadav and Mrs. Arun Patel on behalf of Management and also gone through the written arguments and reference.

7. After perusal of record in the light of rival argument, following points come up for determination in the case in hand:-

- (1) Whether the present dispute is not cognizable by this Court?
- (2) Whether the disengagement of workman is justified in fact and law?
- (3) Relief, if any to which the workman is entitled?

8. Point for determination No. 1:-

Learned Counsel for Management has referred to circular issued by Government of India dated 17-12-98 published in Part-II Section 3 of the Gazette of India. According to this notification of Government of India, in exercise of the powers conferred by Sub-Section 2 of Section 14 of Administrative Tribunals Act 1985(Act No.13 of 1985) has satisfied on 1-1-99 as the date on and from which the provision of sub Section 3 of Section 14 of the said Act shall apply to the organisation mentioned in the list with the notification. Navodaya Vidyalaya Samiti is at Sl.No.35 of the list. Thus the argument of learned counsel for Management that the dispute is cognizable by Central Administrative Tribunal and not by this Court, has substance and has to be accepted. Accordingly it is held that the dispute is not cognizable by this Court. **Point No.1 is answered accordingly.**

9. Point for determination No. 2-

Section 25-F, G, H and Rule 77,78 of the "Act" require to be referred here and are being reproduced as follows:-

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[***] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen.- Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for reemployment, and such retrenched workmen] who offer themselves for reemployment shall have preference over other persons.

77. Maintenance of seniority list of workmen:-The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen:-(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefor, to the address given by him at the time of retrenchment or at any time thereafter : Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior most retrenched workmen in the list referred to in rule 77 the number of such senior most workmen being double the number of such vacancies: Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen: 1[Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.] (2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the

number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule: Provided that the provisions of this sub-rule need not be complied with by the employer in any case where intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

10. The burden of proving the fact of continuous employment for a period of 240 days or more in the year preceding the date of his termination lies on workman. In his statement of oath the workman has corroborated his lapse in this respect. There is nothing in his cross examination to disbelieve him on this point. His statement corroborated by documents as Exhibit W-1 to W-8 as mentioned have fully proved his continuous engagement for 240 days and more in the year preceding the date of his termination. But as it has been held while considering issue No.1 that provision of Industrial Disputes Act 1947 do not apply in this case. No finding regarding legality of his dis-engagement in Industrial Disputes Act is violative of Section 25(F,G,H) can be recorded. **Issue No.2 is answered accordingly.**

11. **Point for determination No. 3-**

In the light of finding of Issue No.1 the reference is held not maintainable before this Court and his reply to be answered in negative. **Issue No.3 is answered accordingly.**

12. In the result, award is passed as under:-

A. Since the dispute is not cognizable by this Court, no finding on the legality of dis-engagement can be recorded. The workman is at liberty to approach appropriate forum.

P. K. SRIVASTAVA, Presiding Officer

DATE: 12-12-2019

नई दिल्ली, 2 जनवरी, 2020

का.आ. 18.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 01/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/24/2012-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd January, 2020

S.O. 18.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workmen, received by the Central Government on 02.01.2020.

[No. L-12012/24/2012-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 01/2013

Employer in relation to the management of Bank of India, Jamshedpur Zone

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D. K. Verma. Adv.

For the workman. : Sri S. B. Sen. Adv.

State : Jharkhand.

Industry:- Banking

Dated : 29.11.2019

AWARD

By Order No.L-12012/24/2012 (IR (B-II)) dated 23/11/2012 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Bank of India in terminating the services of Shri Parameshwar Das w.e.f. 15.04.2010, is legal and justified? Whether the demand of Shri Das for his reinstatement in bank service with full back wages and continuity of service with all benefits is just and proper? What relief the concerned workman is entitled to?”

2. The concerned workman Parmeshwar Das has appeared before Tribunal on 04/06/2013 and filed Written Statement. The case of the workman namely Parmeshwar Das as per his Written Statement is as follows:-
3. That the workman Parmeshwar Das had been working as daily rated Sweeper/Employee since 2006 in Bank of India, Ottar Branch, which is a Nationalised Bank constituted under the Banking Companies Act, 1970 having its Branch at Ottar, District Singhbhum West and its Zonal Office at Main Road, Bistupur, Jamshedpur-1. The service/work and performance of the workman in bank had been found satisfactory as he was sincere, honest and faithful, so the service record of the workman had been clean, clear, spotless and unblemished. The workman had been doing his work as per instruction of the Branch Manager as labour/office peon and Sweeper and the Branch Manager used to increase his payments from time to time. In the meanwhile the workman met with an accident on 14th April, 2010 while returning home from Bank and he had requested the Branch Manager, Ottar Branch to grant him leave up to his recovery. After getting recovery, the workman attended his work in Bank on 01/06/2010 and he was orally told that he had been retrenched w.e.f 15/04/2010 but Branch Manager had not issued any letter of retrenchment. The workman had tried his best to get back his job after repeated request but he was not successful and subsequently he raised a dispute before the ALC, Chaibasa, District Singhbhum. The workman had been working continuously in the Bank and there was a vacancy for Sub-Staff category in which the workman was employed but workmen had been terminated to favour the candidates sponsored by Branch Manager and Regional Manager. The workman has prayed for setting aside the illegal retrenchment from the service of Bank and to reinstate him in the service with full back wages.
4. The management Bank of India Jamshedpur Zone had not appeared in this case and the case was fixed for Ex-party hearing. Subsequently the Award was passed in this case on 26/09/2014 directing the Bank Management to accept him as casual employee/daily wagger and be engaged in the bank as and when required by the Bank Management.
5. The management has preferred Writ Petition before the Hon'ble Jharkhand High Court, Ranchi against the Award passed by this Tribunal in this case and subsequently the Hon'ble Jharkhand High Court, Ranchi has been pleased to quash the award of this Tribunal vide WP(L) No. 5049/2015 dated 19/06/2017 and remanded the matter for fresh consideration in accordance with law after due opportunity to the parties by laying down specific time frame. The copy of the order of Hon'ble High Court has been produced before this Tribunal on 30/08/2017 by the learned lawyer of the workman.
6. The Bank Management has appeared on 07/11/2017 and has filed reply. Further the Bank Management has filed written statement on 09/08/2018. The case of the Bank Management as per its written statement is as follows:-
7. That the concerned workman was neither appointed as employee of the Bank nor his services were terminated. The concerned workman was daily rated worker performing miscellaneous jobs available on day to day basis and his engagement was used for a particular day and he was paid daily rated wages. The concerned workman was never kept on roll of the Bank in the capacity of the employee and he was never paid salary/wages in accordance with the Banking rules. The Bank is required to follow the provision of Articles 14 and 16 of the Constitution of India in the matter of selection and recruitment of employees into the Bank services by adopting open selection procedure after calling applications through Employment Exchange. The Branch Manager is not a competent authority to appoint any employee of any status in the Bank, as such, any appointment made by such person becomes illegal and void. The concerned workman was not an employee of the Bank and he was not entitled to have any protection of provisions of Section 25F of the I.D. Act. The concerned workman knowing fully well the conditions of services of daily rated worker, approached the Branch Manager to provide him miscellaneous jobs as daily rated worker and Branch Manager obliged him to provide such daily rated job as and when required. The concerned workman has got no right to demand for regular employment as he has not been considered as employees of the Bank attracting the provisions of Section 25F of I.D. Act as the Section 25F is only applicable to a person who is selected and recruited according to the provision of Constitution of India and recruitment rules of the Management, so the workman is not entitled to any relief.
8. The workman namely Parmeshwar Das has examined himself as WW1 before the Tribunal.
9. The WW-1 Parmeshwar Das has deposed before the Tribunal that he was working in Bank of India, Ottar Branch West Singhbhum since 2006 as daily rated sweeper permanently and continuously and his performance of work

in the Bank was satisfactory. He has also deposed that he was doing his job as per instruction of the Branch Manager as labour/office peon and sweeper and the Branch Manager used to increase his payment time to time. He has also deposed that on 14/04/2010, he met with an accident while returning from Bank and requested the Branch Manager to grant leave to him, but after recovery from injury he went to Bank on 01/06/2010 to resume his duty where he was orally informed that his services was terminated w.e.f 15/04/2010. He has also stated that he had informed the matter to the Branch Manager of Bank but he didn't get any relief. He has also stated that he had raised the matter before Conciliation Officer but no result came out.

In the cross-examination he has deposed that he don't have appointment letter issued by the Bank to him and his name was not sent to Bank by the Employment Exchange. He has also deposed that Bank had not issued any advertisement for his appointment and he had been kept as per necessity on daily wages. He has also stated that he had not received any paper of retrenchment. He has also stated that he was working in Bank.

10. The workman has proved the following documents which are marked as exhibits:-

W-1 – Letter of Demand dated 24/03/2011 to Branch Manager.

W-2 – Letter dated 02/08/2011 issued by A.L.C (C) Chaibasa.

W-3 – Notice issued by A.L.C (C) Chaibasa.

W-4 – Notice issued by A.L.C (C) Chaibasa.

W-5 – Certificate issued by Manager of Bank of India.

W-6 – Certificate issued by Manager of Bank of India.

W-7 – Inter office memorandum of Sub-Staff dated 19/02/2008.

W-8 – Inter office memorandum of Sub-Staff dated 10/08/2009.

W-9 – Inter office memorandum of Sub-Staff dated 09/04/2010.

W-10 Series– Prescription & Certificate by Doctor.

11. The management has examined only one witness. He is Jagarain Tiriya as MW-1.

12. The MW-1, Jagarain Tiriya has deposed before court that he had been posted at Ottar Branch of Bank of India from 2009 to 2012 and Parmeshwar Das was not an employee of Bank. He has also stated that it is not true that Parmeshwar Das was appointed by Bank after interview and Branch Manager has no power of appointment. He has also stated that Parmeshwar Das was daily rated mazdoor and his service was taken as per necessity. He has also stated that it is not true that the services of Parmeshwar Das was terminated by the Bank.

In the cross-examination he has deposed that the payment made to Parmeshwar Das was kept in miscellaneous account and there was no attendance register of Parmeshwar Das as he was paid as per his work. He has also stated that there was no scarcity of staff in the Bank and Parmeshwar Das had worked as daily mazdoor till 14/04/2010. He has also stated that Parmeshwar Das had worked in Bank till 14/04/2010.

13. The management has not proved and exhibited any documents in support of its case.

14. The learned lawyer of workman has submitted before the court that the workman namely Parmeshwar Das had been working in the Bank of India, Ottar Branch, West Singhbhum since 2006 as daily rated sweeper permanently and his performance of work was found to be satisfactory. He has also submitted that he was regularly paid by the Bank but in the meantime he met with an accident on 14/04/2010 and he was retrenched w.e.f 15/04/2010. He has also submitted that the workman had performed his work for more than four years in the Bank and no notice had been issued to him for his retrenched, so he may be reinstated against the post with full back wages.

15. On the other hand the learned lawyer of management Bank of India has argued that the concerned workman had not been appointed by the Branch Manager of Bank of India, Ottar Branch and he had been engaged on daily wages. He has also submitted that the concerned workman was not regularly and continuously performing duties in the Bank. He has also submitted that the workman has not produced any documents in support of his appointment in the Bank, so the claim of workman is not justified.

16. Now, the only point of determination in this case is whether the action of the management of Bank of India in terminating the service of Shri Parmeshwar Das w.e.f 15/04/2010, is legal and justified and the demand of Shri Parmeshwar Das for re-statement in Bank service with full back wages and continuity of service with all benefits is just and proper.

FINDINGS

17. At the outset of discussions it is required to mention here that WW-1 Parmeshwar Das is most competent witness in this case.

The WW-1 Parmeshwar Das in his evidence has deposed that he had been working in the Bank of India, Ottar Branch West Singhbhum since 2006 as daily rated sweeper permanently and continuously and he was regularly paid for his services but his service was terminated w.e.f 15/04/2010.

However, in the cross-examination he has deposed that he didn't have any appointment letter issued by the Bank and no advertisement was issued by the Bank for his appointment. He has also deposed that he was kept on daily wages as per necessity and Bank had not issued any retrenchment letter. He has also stated that his name was not sent to Bank by the Employment Exchange for his appointment.

18. The MW-1 Jagarain Tiriya in his evidence has categorically stated that Parmeshwar Das was working in the Bank as daily mazdoor and he was paid accordingly. He has also stated that Bank Manager has no power of appointment.

In the cross-examination he has stated that Parmeshwar Das was paid as per work done by him.

19. Now in this case, it is admitted by the workman Parmeshwar Das that no appointment letter was issued to him and he was engaged on daily wages in the Bank of India, Ottar Branch, West Singhbhum.

Further he has also admitted that no advertisement was issued by the Bank for his appointment and his name was not sent to the Bank by Employment Exchange. He has also admitted that he had not been given any letter of retrenchment by the Bank.

20. The documentary evidence produced by the petitioner shows that the Ext. W-1 is Photocopy of representation of workman Parmeshwar Das to the Branch Manager Bank of India, Ottar Branch, and the Ext. W-2, W-3 and W-4 are copies of notices issued by ALC, Chaibasa to Zonal Manager Bank of India and workman Parmeshwar Das.

Further the Exhibit W-5, is a certificate issued by the Manager Ottar Branch, in which it has been mentioned that Parmeshwar Das was working as coolie in his Bank for two years and Exhibit W-6 is also a certificate issued by the Bank Manager in which it has been mentioned that Parmeshwar Das was attached as casual labour in the Bank.

Moreover, The Exhibit W-7 is a letter addressed to the Zonal Manager, Jamshedpur Zone by the Manager Ottar Branch mentioning there in about the non-availability of permanent sub staff and engagement of temporary sweeper for work on payment of Rs. 75/- per day and a request has been made for enhancing his payment from Rs. 75/- to 100/- per day.

Further Exhibit W-8 is a letter of Manager Ottar Branch of Bank of India addressed to Zonal Manager, Bank of India, Jamshedpur regarding enhancement of payment of temporary sweeper from Rs. 100/- to 150/- per day.

Further the Exhibit W-9 is a letter addressed to Zonal Manager, Bank of India Jamshedpur by Manager, Ottar Branch for enhancement of payment of temporary engaged sweeper from Rs. 130/- to 150/-.

Further Exhibit W-10 series are prescription dated 14/04/2010 of outdoor patient of namely workman Parmeshwar Das in which some medicines were prescribed and other treatment report.

21. Now the question arises whether any advertisement had been issued by the Bank of India for appointment/engagement of concerned workman namely Parmeshwar Das in the Bank and rules and regulations of the Bank had been followed in his appointment.

22. On this point there is a clear and categorical evidence of the workman WW-1 Parmeshwar Das that no advertisement was issued for his appointment and his name was not sent to the Bank by the Employment Exchange. Further there is also evidence that no appointment letter was issued to the concerned workman namely Parmeshwar Das. Moreover MW-1 Jagarain Tiriya has deposed that Branch Manager had no power of appointment.

23. At this stage it is relevant to mention here that the **Hon'ble Supreme Court in the state of Orissa vs. Mamata Mohanty, (2011) (3) SCC 436, has been pleased to observe as:-** *"Therefore, it is a settled legal proposition that no person can be appointed even on a temporary or ad hoc basis without inviting applications from all eligible candidates and if any appointment is made by merely inviting names from the employment exchange or putting note on the notice board, etc. that will not meet the requirement of Articles 14 and 16 of the constitution. Such a course violates mandates of Article 14 and 16 of the Constitution of India as it deprives the candidates who are eligible for the post, from being considered."*

The Hon'ble Supreme Court has further been pleased to hold that in absence of any advertisement of selection process the appointment of respondent is not protected and could be validly terminated.

Further in a case of **M.P. State Coop. Bank Ltd. vs. Nanuram Yadav as under (2007) 1 SCC 408**, the Hon'ble Supreme Court has been pleased to hold the following:- "it is clear that in matter of public appointment the following principles are to be followed:-

1. *The appointments made without following the appropriate procedure under the rules/government circulars and without advertisement or inviting applications from the open market would amount to breach of Articles 14 and 16 of the Constitution of India.*
2. *Regularisation cannot be a mode of appointment.*
3. *An appointment made in violation of the mandatory provisions of the statute and in particular, ignoring the minimum educational qualification and other essential qualification would be wholly illegal. Such illegality cannot be cured by taking recourse to regularisation.*
4. *Those who come by back door should go through that door.*
5. *No regularisation is permissible in exercise of the statutory power conferred under Article 162 of the Constitution of India if the appointments have been made in contravention of the statutory rules.*
6. *The Court should not exercise its jurisdiction on misplaced sympathy.*
7. *If the mischief played is so widespread and all pervasive, affecting the result, so as to make it difficult to pick out the persons who have been unlawfully benefited or wrongfully deprived of their selection, it will neither be possible nor necessary to issue individual show-cause notice to each selectee. The only way out would be to cancel the whole selection.*
8. *When the entire selection is stinking, conceived in fraud and delivered in deceit, individual innocence has no place and the entire selection has to be set aside.*

Further, the Hon'ble Supreme Court in a case of **State of Karnataka Vs. Uma Devi (2006) (4) SCC 1** has been pleased to observe as:- "It has also to be clarified that merely because temporary employee or a casual wage worker is continued for a time beyond the terms of his appointment, he would not be entitled to be absorbed in regular service or made permanent merely on the strength of such continuance if the original appointment was not made by following due process of selection as envisaged by relevant rules."

24. In view of above discussed fact of the case and the decisions of the Hon'ble Supreme Court as discussed above it is quite clear that the concerned workman had been appointed/engaged as daily rated sweeper/employee without following the rules and procedures of the Bank and as such it is violation of the Article 14 and 16 of the Constitution of India.

25. Now, the next question arises whether the concerned workman is entitled for regularization in the Bank as he had worked in Bank of India, Ottar Branch, Jamshedpur for more than 240 days.

In this regard the concerned workman WW-1, Parmeshwar Das has deposed that he had worked in the Bank of India, Ottar Branch regularly and continuously since 2006 but he had been terminated from his service on 15/04/2010. On the other hand the MW-1 Jagarain Tiriya has deposed that Parmeshwar Das had worked as a daily Mazdoor and was not regular.

26. It is relevant to mention here that the Hon'ble Supreme Court in the case **Madhyamik Shiksha Parishad vs. Anil Kumar Mishra, reported in (2005) 5 SCC 122**, has been pleased to hold specially in Paragraph No. 5 as under:-

"5. We are unable to uphold the order of the High Court. There were no sanctioned posts in existence to which they could be said to have been appointed. The assignment was an ad hoc one which anticipatedly spent itself out. It is difficult to envisage for them the status of workmen on the analogy of the provisions of the Industrial Disputes Act, 1947, importing the incidents of completion of 240 days' work. The legal consequences that flow from work for that duration under the Industrial Disputes Act, 1947, are entirely different from what, by way of implication, is attributed to the present situation by way of analogy. The completion of 240 days' work does not, under that law import the right to regularisation. It merely imposes certain obligations on the employer at that time of termination of the service. It is not appropriate to import and apply that analogy, in an extended or enlarged form here."

It has further been held by the Hon'ble Supreme Court in the case of **M.P. Housing Board vs. Manoj Shrivastava, reported in (2006) 2 SCC 702**, specially in Paragraph No. 17 as under:-

"17. It is now well settled that only because a person had been working for more than 240 days, he does not derive and legal right to be regularised in service."

(See **Madhyamik Shiksha Parishad, U.P. vs. Anil Kumar Mishra; Executive Engineer, ZP Engineering Divn. vs. Digambara Rao; Dhampur Sugar Mills Ltd. vs. Bhola Singh; Manager, Reserve Bank of India vs. S. Mani and Neeraj Awasthi.**)”

It has further been held by the Hon’ble Supreme Court in the case of **Post Master General, Kolkata vs. Tutu Das (Dutta)**, reported in (2007) 5 SCC 317, especially in Paragraph No. 16 as under:-

“16. The short order which was the subject-matter of decision of this Court in *Debika Guha* also stood overruled in *Umadevi* (3). We may at this stage also notice that the concept of 240 days to be the cut-off mark for the purpose of regularisation of services came up for consideration of this Court in *Madhyamik Shiksha Parishad v. Anil Kumar Mishra* wherein it was clearly laid down that the completion of 240 days of continuous service in a year would be attracted only in a case where retrenchment has been effected without complying with the provisions contained in Section 25-F of the Industrial Disputes Act, but would not be relevant for regularisation of service.”

It has further been held by the Hon’ble Supreme Court in the case of **Hindustan Aeronautics Ltd. Vs. Dan Bahadur Singh**, reported in (2007) 6 SCC 207, especially in Paragraph No. 18 as under:-

“18. The next question which requires consideration is whether completion of 240 days in a year confers any right on an employee or workman to claim regularisation in service. In *Madhyamik Shiksha Parishad vs. Anil Kumar Mishra* it was held that the completion of 240 days’ work does not confer the right to regularisation under the Industrial Disputes Act. It merely imposes certain obligations on the employer at the time of termination of the services. In *M.P. Housing Board vs. Manoj Shrivastava* (para 17) after referring to several earlier decisions it has been reiterated that it is well settled that only because a person had been working for more than 240 days, he does not derive any legal right to be regularised in service. This view has been reiterated in *Gangadhar Pillai vs. Siemens Ltd.* The same question has been examined in considerable detail with reference to an employee working in a government company in *Indian Drugs & Pharmaceuticals Ltd. vs. Workmen and paras 34 and 35 of the report are being reproduced below: (SCC p.426)*

“34. Thus, it is well settled that there is no right vested in any daily wage to seek regularisation. Regularisation can only be done in accordance with the rules and not dehors the rules. In the case of *E. Ramakrishnan v. State of Kerala* this Court held that there can be no regularisation dehors the rules. The same view was taken in *Kishore (Dr.) v. State of Maharashtra and Union of India v. Bishamber Dutt*. The direction issued by the services Tribunal for regularising the services of persons who had not been appointed on regular basis in accordance with the rules was set aside although the petitioner had been working regularly for a long time.

35. In *Surinder Singh Jamwal (Dr.) v. State of J&K* it was held that ad hoc appointment does not give any right for regularisation is governed by the statutory rules.”

The Hon’ble Jharkhand High Court has been pleased to observe in **L.P.A No. 268/2012** which is as under:-

“(xiv) Be that as it may, even assuming without admitting that this appellant has worked more than 240 days in couple of years, then also, his services cannot be regularized. 240 days’ working is not a magic bond which converts illegal appointment into the legal appointment. In fact, 240 days working has nothing to do with the regularization at all. 240 days working has got reference under Section 25-B of the Industrial Disputes Act, 1947 for calculation of continuous years of service and nothing beyond that. Unnecessarily several times the Labour Court or the Industrial Courts are committing an error that if any worker has completed 240 days, their services should be regularized. In fact, there is no casual connection at all between the working of 240 days and right of regularization. Illegality in the appointment cannot be diluted by the working of 240 days. Illegality in the appointment continues, even if, the worker has worked for 240 days.”

The Hon’ble Jharkhand High Court has been further pleased to hold as follows:-

“Whenever any employment is given unauthorizedly, in the respondent-UCO Bank, Hirapur, Dhanbad, such type of employment cannot be converted into a regular employment unless there are rules for regularization or scheme for regularization. In the facts of the present case, there are no rules of regularization nor there is any scheme of regularization floated by the UCO Bank. In absence of such type of law, the charity shown by the Court will be cruelty to others. If such type regularization is allowed by the Courts, it will provide encouragement to those who are adorning high-ranking administrative position to give illegal appointment and later on, to get them regularized by the orders of the Courts. A thing which cannot be done directly, can never be done indirectly. If no employment can be given without there being any advertisement and without there being any recruitment process, the Court cannot be a party to illegal regularization of such employee.”

27. In view of such fact and in view of decision of Hon’ble Supreme Court and Hon’ble Jharkhand High Court it is settled that the workman is not entitled for regularization of his job for working 240 days in a Bank.

28. Now, in this case the concerned workman has neither produced any advertisement through which the post was advertised nor produced any appointment letter by which he was appointed. However there is evidence that the concerned workman had worked in Bank as coolie or casual Mazdoor so he was not regular employee of the Bank. Moreover he has not produced any termination letter of Bank. Hence the question of termination of concerned workman from the service of Bank w.e.f. 15/04/2010 does not arise. Further, the claim of the concerned workman for his regularization in Bank as per Section 25F of I.D. Act is not justified.

29. After considered all the above facts and circumstances of the case the Tribunal comes to the conclusion that the services of concerned workman namely Parmeshwar Das had not been terminated w.e.f. 15/04/2010 as he had failed to prove his appointment to the Bank of India, Ottar Branch Jamshedpur.

Further the demand of Shri Parmeshwar Das for re-instatement in Bank services with full back wages and continuity of service with all benefits is not justified and proper and he has not entitled for any other relief.

This is the Award of the Tribunal

D. K. SINGH, Presiding Officer

नई दिल्ली, 2 जनवरी, 2020

का.आ. 19.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, ईरनाकुलम के पंचाट (संदर्भ सं. 46/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.01.2020 को प्राप्त हुआ था।

[सं. एल-12011/68/2013-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd January, 2020

S.O. 19.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, ERNAKULAM as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 02.01.2020.

[No. L-12011/68/2013-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, ERNAKULAM

Present: Shri. V. Vijaya Kumar, B. Sc, LLM, Presiding Officer

(Friday the 13th day of December 2019, 22 Agrayayana 1941)

ID No.46/2013

Workman : The Assistant Secretary
Syndicate Bank Staff Association
Elamakkara
Kochi - 682026

By Adv. K.Shri Hari Rao

Management : The General Manager
Syndicate Bank
Regional Office
Kochi - 682031

By Adv. M.P.Ashok Kumar

This case coming up for final hearing on 28.10.2019 and this Tribunal-cum-Labour Court on 13.12.2019 passed the following:

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-12011/68/2013-IR(B-II) dated 18.10.2013 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the action of the management of Syndicate Bank in refusing to post Shri.T.Krishnan as attender instead of posting him as part time sweeper is justified ? What relief he is entitled ?”

3. The Union filed claim statement on behalf of Shri.T.Krishnan. Shri.T.Krishnan was working as permanent Part Time Sweeper at Perinthalmanna branch of the management Bank which come under the Ernakulam region. Shri.T.Krishnan before joining as permanent Part Time Sweeper at Perinthalmanna branch on 15.01.2009, was working as temporary Attender at various branches of the management Bank in Kozhikode city, since 1992. He worked as temporary Attender for more than 1700 days since he was empanelled in 1992. In the year 2008, the management offered him a permanent Part Time Sweeper on half scale of wages. His name was also included in the panel of Attenders in Ernakulam region. Since Shri.T.Krishnan was not sure of getting the Attender post, he accepted the Part Time Sweeper post, though he attended as temporary Attender for more than 1700 days. After accepting the Part Time Sweeper post, he came to know that there are Attender vacancies in some of the branches of Ernakulam and those vacancies were filled up by offering empanelled candidates of other regions. The request made by Shri.T.Krishnan to consider him for Attenders was rejected by the management. Shri.T.Krishnan was an empanelled candidate in the temporary Attender post. His name was included as per the norms of the Bank. His name was also included in the panel of temporary Sweeper as per the norms of the Bank. He worked as temporary Attender for 1700 days from 1992 onwards and worked as Badali Sweeper for 156 days from 1999 onwards. Hence he had a better claim for Attender's post than permanent Part Time Sweeper. When his name is reflected in both the panels the management ought to have considered him in the Attenders panel only. The management ought not have filled the Attender's post from the empanelled candidates from other regions when the empanelled candidates were available in the same region. The management never informed Shri.T.Krishnan that once he accepts the permanent Part Time Sweeper post, he will lose his claim for Attender's post. When eligible candidates are available from the region, candidates from other region beyond 1990 panel was appointed by the management. Hence Shri.T.Krishnan is entitled to get the Attender's post in the management Bank from a prior date with all consequential benefits.

4. The management filed written statement denying the above allegations. Shri.T.Krishnan was originally engaged as Badali Part Time Sweeper in 1999. Vide Circular dt.06.10.2006 instructions were issued for absorption of Part Time Sweepers as Attenders in Substaff cadre subject to fulfillment of eligibility criteria. Accordingly Shri. T. Krishnan submitted his application dt.24.12.2009 for appointment as Part Time Sweeper in the vacancy existing in Perinthalmanna branch. His application was considered and he was appointed as Part Time Sweeper in Perinthalmanna branch. In view of his permanent appointment as Part Time Sweeper on the basis of his application, he forfeited his claim for appointment of Attender. The post of Attender and Part Time Sweeper are in the same Sub staff cadre. In the instant case when he is already in the permanent employment in the Bank the petitioner cannot be selected to another post of his choice. After joining the Bank in the permanent service, the claimant is governed by the service conditions as applicable to the employees in the Substaff cadre. After entering the service of the Bank, the claimant will have to pass through the internal selection process for absorption or promotion to a higher post. Vide Circular dt.24.02.2006, the management has circulated the norms for appointment of temporary candidates who are in the panel of Substaff cadre. The existing Part Time Sweepers will have to complete the selection process for elevation from the Part Time Sweeper to Attender post. As per the Govt. approach paper 1990 and the settlement with the recognized union, the Bank has to prepare district wise panels of candidates who worked on temporary basis for 240 days or more in a period of 12 consecutive months between 01.01.1982 and 31.12.1989 and those who have worked on temporary basis for less than 240 days but more than 90 days during the period from 01.01.1982 to 31.12.1989. Whenever Attender vacancies are identified these candidates are absorbed to fill up the vacancies. As Shri.T.Krishnan was appointed in the vacancy of Part Time Sweeper on his own request and he is stopped from claiming the post of Attender after joining the service of the Bank. The vacancy in the Attender post that existed in 2008 were first offered to candidates in the panel prepared as per the Govt. approach paper. The panel includes only those candidates who worked on or before 31.12.1989. The senior most candidates from 1990 panel of district concerned or nearby district of the state are prepared as per the Govt. approach paper 1990. The candidate included in the 1990 panel were the candidates who have worked as temporary Attender between 01.01.1982 and 31.12.1989. Since Shri.T.Krishnan was engaged by the Bank only from 02.04.1992, he was not in the 1990 panel. The 1990 panel was got exhausted in May 2009. As per guidelines issued to all controlling offices vide circular dt.03.01.2008 a temporary candidate may be either in temporary Attenders' panel or PTS Panel but not in both. In December 2008, a Part Time Sweeper vacancy arose in Perinthalmanna branch and the vacancy was filed up by

regularizing service of Shri.T.Krishnan by issuing an offer of appointment. He accepted the offer of appointment and joined the branch on 15.01.2009 as probationary Part Time Sweeper. In view of the permanent appointment of Shri.T.Krishnan as Part Time Sweeper, he forfeited his claim for empanelment in Attender's Panel. As per the existing guidelines, the name of Shri.T.Krishnan got deleted from the Panel of Attenders once his services are regularized in one cadre. Shri.T.Krishnan is eligible for elevation to be processed in every 6 months. Further as per the prevailing Bank policy, 60% of the vacancies in Attenders' cadre will be absorbed by re-designating Part Time Sweepers on the basis of the promotion process.

5. The union filed rejoinder denying the allegations in the written statement filed by the management. The union specifically denied the averment in para 2 in the written statement and stated that Shri. T. Krishnan was engaged as temporary Attender w.e.f.02.04.1992 and was not a badali Part Time Sweeper. In the panel of temporary Attenders circulated by the Zonal office of the management Bank on 18.04.1992, the name of Shri.T.Krishnan is reflected at serial no.2. Hence the claim of the management that he was engaged as badali Part Time Sweeper is not correct and therefore denied. While offering the post of Part Time Sweeper the management never informed Shri.T.Krishnan that he will forfeit the claim of Attender once he joined the service of the Bank. The management failed to produce any document to substantiate their claim. The union ascertained that the name of Shri.T.Krishnan was reflected in the panel of Attenders as well as that of Part Time Sweeper. The panel of Attender's in which claimant's name is included contained the names of Smt.Sumangala and Sri.Venugopal and they were absorbed as Attenders and the claim of Shri.T.Krishnan is denied by the management Bank.

6. On completion of pleadings, the union examined WW1 and WW2 and marked Exbts.W1-W5 and M1. The management examined MW1 and marked M2-M4 through him.

7. The following issues are framed for adjudication of the dispute;

1. Whether the action of the management in refusing the post of Attender to Shri. T. Krishnan is correct and justified?

2. What is the relief that Shri. T. Krishnan entitled to?

8. Issue no.1

According to the union, Shri. T. Krishnan was working as Part Time Sweeper at Perinthalmanna branch of the management Bank from 15.01.2009. He was working as temporary Attender at various branches since 1992 and worked for more than 1700 days. According to the Counsel to the union as per Exbt.W2 and W3, it can be seen that Shri.T.Krishnan was engaged as temporary Attender from 1992. This is not denied by the management. In the year 2009, he got an appointment as permanent Part Time Sweeper. He worked as temporary Attender for 1700 days from 1992 and worked as Part Time Sweeper for 156 days when he filed this claim. Shri.T.Krishnan's name was included in the panels of both temporary Attender and Part Time Sweeper. When a permanent Part Time Sweeper post was offered, Shri.T.Krishnan accepted the same as he was not sure when he will get the Attender's post. After Shri.T.Krishnan accepted the post of permanent Part Time Sweeper the management Bank filled up the available vacancies of Attenders in some of the branches of Ernakulam region by offering that post to the empanelled candidates of other region. Though Shri.T.Krishnan approached the management to consider his request for appointment as Attender, the same was rejected by the management. The management ought not have filled up the vacancy in the region with outside candidates when empanelled candidates were available in the region. The candidates who filled the post of Attender in Ernakulam region are not empanelled candidates of 1990 but of that of subsequent list. Exbt.W1 is the forwarding letter of the Deputy Divisional Manager of the management Bank to the Manager of Kunduparamba branch sending the list of empanelled candidates. Exbt.W2 is a letter sent by the Deputy Divisional Manager to the Manager of Kunduparamba branch directing to engage one of the paneled candidates as temporary Attender. Exbt.W3 is the list of paneled candidates allotted to various branches in Kozhikode district for engaging as temporary Attenders wherein the name of Shri.T.Krishnan is reflected as Sl.no.2. According to the Counsel for the Union, Shri.T.Krishnan accepted the offer of permanent Part Time Sweeper because of the financial constraints of his family which is very much clear from Exbt.M1. There is no instruction to the effect that the name of a person cannot be included in the panel for permanent Part Time Sweeper as well as that of Attender. The Counsel for the Union argued that there is no basis for the claim of the management for denying the post of Attender to Shri.T.Krishnan. According to the Counsel for the management Shri.T.Krishnan was originally engaged in the Bank as Badali Part Time Sweeper in 1999. From Exbt.W3 it is clear that the claim of the management is not correct and Shri.T.Krishnan's name is reflected in the panel of temporary Attenders from 1992 onwards. Shri. T. Krishnan joined Perinthalmanna branch as probationary Part Time Sweeper on 15.01.2009 and according to the Counsel for the management Shri.T.Krishnan forfeited his empanelment in Attenders panel since both the posts are in Substaff category. According to the Counsel for the management, a person cannot be employed in two posts at the same time. Since Shri. T. Krishnan accepted a permanent job on 15.01.2009, which he applied vide Exbt.M1 dt.24.12.2008, he cannot claim for another job in the Bank without following the procedure prescribed by the management Bank. As the workman is already appointed in the permanent employment, he cannot insist for an

appointment in a post of his choice. The existing Part Time Sweepers will have to successfully complete a selection process before they are elevated to the post of Attenders as per the policy of the Bank. On joining the permanent service of the Bank, the workman is governed by the service conditions which are applicable to the employees in the Substaff cadre and the rules regarding promotion to the higher grade. As per the Govt. approach paper of 1990 and terms of settlement with the recognized Union, the Bank prepared district wise panel of those candidates who had worked on temporary basis for 240 days and more with in a period of 12 consecutive months between 01.01.82 and 31.12.1989 as panel 1 and those who had worked on temporary basis for less than 240 days but more than 90 days for the same period as panel 2. Whenever Attender vacancies are identified, the candidates from panel 1 are absorbed to fill up the district wise vacancies and after panel 1 is exhausted, the candidates from panel 2 are considered for absorption. The 1990 panel got exhausted only in May 2009. As per Exbt.M3 a temporary candidate may be either in temporary Attenders panel or PTS panel but not in both. As per the existing guidelines the name of Shri.T.Krishnan would get deleted from one panel once he get regularized in another cadre.

9. The claim of the Union is that Shri. T. Krishnan worked as temporary Attender for 1700 days when he was offered an appointment as permanent Part Time Sweeper. His name was included in the panel of temporary Attenders as well as Part Time Sweepers. According to the counsel for the management when Shri.T.Krishnan got appointment as permanent Part Time Sweeper, his name will be automatically deleted from the panel of Attenders. However the management failed to produce any proof or document to the effect that the name of a candidate could not get reflected in two panels simultaneously. The management relied on Exbt.M3 dt.03.01.2008 to argue that the name of a candidate can be reflected only in one panel. But on perusal of Exbt.M3 it is seen that there is no such rule or direction as claimed by the management. According to the Counsel for the management once Shri.T.Krishnan accepted the offer of permanent Part Time Sweeper, he is liable to follow the rules of promotion in the management Bank to become eligible for promotion. In the normal course, the argument of the Counsel for the management may be right. However in this particular case, when an employee was empanelled in both the panels, the general rule that a candidate will have to follow the rules of promotion cannot be accepted as a valid argument. Even as per Exbt.M1, it is seen that Shri.T.Krishnan was working with the bank as temporary Attender for 1392 days from 1992. He worked as Part Time Sweeper for 109 days as per Exbt.M1 and his name is included in the panel of permanent Part Time Sweeper as well as that of Attender. The management cannot decline the claim of the workman on the ground that since he joined the service of the Bank he will have to follow the rules of promotion. The workman is not claiming any promotion. He is claiming appointment against a Sub cadre level post. It is not correct on the part of the management to deny the same on the ground that he has already got an appointment in another Sub cadre post and hence he can claim only promotion.

10. I am inclined to hold that the management is not right in declining the post of Attender to Shri.T. Krishnan when it was actually due to him.

11. Issue no. 2.

According to the Counsel for the management, the 1990 panel of temporary Attenders for promotion to the post of Attender exhausted in May 2009. Since the claim of the management is that Shri.T.Krishnan joined the service of the management only in 1992 and his claim for elevation before the exhaustion of that panel is not appropriate. Hence it is felt that Shri.T.Krishnan may be considered for elevation to the post of Attender from June 2009, against any vacancy available during that point of time.

12. Hence the Award is passed holding that the action of the management of Syndicate Bank in refusing to post Shri. T. Krishnan as Attender instead of posting him as Part Time Sweeper is not correct and is not justified. Shri. T. Krishnan is entitled to be considered to the post of Attender from June 2009 with all consequential benefits.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 13th day of December, 2019

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Workman:-

WW1 - K.S. Bhat, dt.19.09.2016

WW2 - Workman Shri.T.Krishnan, dt.19.01.2016

Witness for the Management:-

MW1 - Shri.Kiran Kumar H., dt.20.09.2019

Exhibits for the Workman:-

- W1 - forwarding letter of the Dy. Divisional Manager to the Manager, Kunduparamba branch
 W2 - Letter sent by the Dy. Divisional Manager, Trivandrum to the Manager, Kunduparamba branch
 W3 - list of paneled candidates in Kozhikode district
 W4 - Minutes of joint discussion on 21.03.2011
 W5 - Failure of conciliation report dt.30.07.2013 sent by Asst. Labour Commissioner (Central), Ernakulam
 M1 - Application dt. 24.12.2008 of workman to Dy. General Manager, Regional Office, Ernakulam

Exhibits for the Management:-

- M2 - Bank Circular No.227-2006-BC-HRD dt.06.10.2006
 M3 - Guidelines issued by Bank vide letter No. Ref. No. PD. HRDD. PTS. 1810 dt. 03.01.2008
 M4 - Bank Circular No. 034-2006-BC-HRD dt. 24.02.2006

नई दिल्ली, 2 जनवरी, 2020

का.आ. 20.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 40/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/2/2006-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd January, 2020

S.O. 20.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jaipur as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 02.01.2020.

[No. L-12012/2/2006-IR(B-II)]

SEEMA BANSAL, Section Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी. प्रकरण सं. 40/2006
रेफरेन्स नं. L-12012/2/2006-IR(B-II) दिनांक 2/06/2006

पीठासीन अधिकारी : राधामोहन चतुर्वेदी, भरत सिंह राजपूत पुत्र श्री केशर सिंह राजपूत
 निवासी सजन बाजार, नवाब वाली गली, श्री महावीरजी,
 तहसील हिण्डौन, श्री माधोपुर,
 जिला — करौली।

बनाम

1. बैंक ऑफ बड़ौदा,
जरिये मुख्य प्रबन्धक,
माण्डवी, बड़ौदा, गुजरात।
2. सहायक उप महाप्रबन्धक, चौथी मंजिल,
संसार चन्द्र रोड, जयपुर।
3. शाखा प्रबन्धक, बैंक ऑफ बड़ौदा, शाखा श्री महावीरजी, तहसील हिण्डौन,
जिला करौली, राज।

प्रार्थी की ओर से : कोई नहीं —
 अप्रार्थी की ओर से : श्री मुनेश चन्द्र शर्मा, —प्रतिनिधि

: अधिनिर्णय :

दिनांक : 11.11.2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 2.06.2006 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (क) व (2।) (जिसे आगामी चरणों में अधिनियम कहा जावेगा) के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में निम्नांकित औद्योगिक विवाद इस अधिकरण को अधिनिर्णयन हेतु प्रेषित किया गया :—

“Whether the workman Shri Bharat Singh Rajput S/o. Shri Keshar Singh Rajput was in continuous service for more than 240 days of the Bank between 5.7.1992 to 05.08.2002. If yes, whether the action of terminating the service of the workman by the Manager, Bank of Baroda, Shreemahavir Ji w.e.f. 06.08.2002 is legal and justified? If not to what relief the employee is entitled to and from which date.”

2. उपर्युक्त संदर्भित विवाद अधिकरण में प्राप्त होने पर उभयपक्ष को आहूत किया गया। प्रार्थी को दावे का अभिकथन प्रस्तुत करने का निर्देश दिया गया।

3. दिनांक 18.08.2010 को प्रार्थी ने दावे का अभिकथन प्रस्तुत किया जिसके संक्षिप्त तथ्य इस प्रकार हैं। प्रार्थी ने बैंक ऑफ बड़ौदा में दिनांक 5.7.1992 से चतुर्थ श्रेणी कर्मचारी के रूप में शाखा श्री महावीरजी जिला करौली में कार्य किया। विपक्षी संख्या 3 ने प्रार्थी की सेवा बिना किसी नोटिस, नोटिस वेतन एवं मुआवजा दिये दिनांक 5.8.2002 के उपरान्त समाप्त कर दी। प्रार्थी ने सहायक श्रम आयुक्त कोटा के समक्ष सुलह हेतु आवेदन किया लेकिन कोई परिणाम नहीं निकला। विपक्षीगण ने प्रार्थी को विभिन्न नामों से वेतन लेने के लिये विवश किया। प्रार्थी ने दिनांक 5.7.1992 से 5.8.2002 तक एक कैलेण्डर वर्ष में 240 दिन से अधिक सेवा की थी। इस अवधि में 7-8 बार चतुर्थ श्रेणी कर्मचारियों की नियुक्ति स्थायी आधार पर की जा चुकी है। प्रार्थी से कनिष्ठ एक अन्य वेतन भोगी गोपाल सिंह को अनुचित रूप से स्थायी करने के लिये प्रार्थी को अवैध रूप से हटाया गया। विपक्षीगण ने अधिनियम की धारा 25(एफ) (जी) (एच) तथा नियम 77 व 78 का उल्लंघन किया है। अतः दावा स्वीकार कर प्रार्थी के सेवा समाप्ति आदेश दिनांक 6.8.2002 को अवैध घोषित किया जावे और प्रार्थी का समस्त वेतन परिलाभों सहित निरन्तरता देते हुए सेवा में पुनर्स्थापन किया जावे।

4. विपक्षीगण ने वादोत्तर में वाद के तथ्यों को अस्वीकार करते हुए यह कहा है कि विपक्षी बैंक में सभी प्रकार की नियुक्तियां नियुक्ति सम्बन्धी नियमों के अनुरूप ही की जाती हैं। प्रार्थी की नियुक्ति किसी चयन प्रक्रिया के अनुरूप नहीं की गई वरन् शाखा प्रबन्धक श्री महावीरजी द्वारा अपने स्तर पर कार्य की आवश्यकता के अनुसार प्रार्थी को दैनिक वेतन भोगी कर्मचारी के रूप में कार्य पर रखा गया। उसे न तो कोई नियुक्ति पत्र, और न ही सेवा समाप्ति आदेश दिया गया। प्रार्थी विपक्षी बैंक का कभी कर्मचारी नहीं रहा। उसने कभी भी एक कैलेण्डर वर्ष में 240 दिन से अधिक कार्य नहीं किया। इसलिये अधिनियम की 25 (एफ), (जी), (एच) तथा नियम 77 व 78 के प्रावधान लागू नहीं होते हैं। प्रार्थी ने विवाद देरी से प्रस्तुत किया है और वह वाद प्रस्तुत करने तक अन्यत्र कहीं कार्यरत भी रहा है। इसलिये वाद निरस्त किया जावे।

5. प्रार्थी ने 17.8.2015 को विपक्षी के वादोत्तर के उपरान्त अतिरिक्त कथन भी प्रस्तुत किये हैं, और वाद को स्वीकार करने का निवेदन किया है।

6. दिनांक 14.8.2017 से यह प्रकरण प्रार्थी के साक्ष्य हेतु नियत किया जाता रहा। दिनांक 26.12.2018 को प्रार्थी की ओर से श्री आर.सी.जैन ने प्राधिकार-पत्र प्रस्तुत करने का परिवचन करते हुए अवसर चाहा। इस पर उन्हें अवसर, साक्ष्य प्रार्थी प्रस्तुत करने का निर्देश देते हुए 28.3.2019 तिथि नियत की गई। किन्तु 28.3.2019 को न तो प्रार्थी उपस्थित था और न ही उसके कोई प्रतिनिधि उपस्थित हुए। फिर भी न्यायहित में साक्ष्य हेतु प्रार्थी हेतु एक अन्तिम अवसर देते हुए दिनांक 9.7.2019 तिथि नियत की गई। दिनांक 9.7.2019 को प्रार्थी पुनः अनुपस्थित रहा। इस स्थिति में प्रार्थी की साक्ष्य उसकी लगातार अनुपस्थिति के कारण समाप्त कर दी गई। चूंकि विपक्षी पक्ष भी अनुपस्थित था, इसलिये विपक्षी की साक्ष्य हेतु अवसर दिये जाने का कोई औचित्य नहीं था।

7. आज दिनांक 11.11.2019 को भी प्रार्थी पक्ष अनुपस्थित रहा किन्तु विपक्षी के प्रतिनिधि उपस्थित रहे, जिन्हें सुना गया। विपक्षी का निवेदन है कि प्रार्थी की साक्ष्य के अभाव में दावे का अभिकथन अस्वीकार किया जावे।

8. प्रार्थी को अधिकरण द्वारा साक्ष्य हेतु लगभग दो वर्ष की अवधि और अनेक अवसर प्रदान किये, किन्तु वह अकारण साक्ष्य प्रस्तुत नहीं कर सका है। इस स्थिति में यह प्रमाणित नहीं हुआ है कि प्रार्थी भरतसिंह विपक्षीगण के अधीन 240 दिन से अधिक की सेवा, दिनांक 5.7.1992 से 5.8.2002 की अवधि में कर चुका हो। विपक्षीगण द्वारा प्रार्थी की सेवा समाप्त किया जाना भी साक्ष्य से प्रमाणित नहीं हुआ है। इसलिये विपक्षीगण अधिनियम की 25 (एफ) (जी) (एच) एवं नियम 77 व 78 के प्रावधानों का उल्लंघन

करने के दोषी भी प्रमाणित नहीं हुए हैं। परिणामतः साक्ष्य के अभाव में प्रार्थी विपक्षीगण से कोई अनुतोष पाने का अधिकारी नहीं है। विवाद का अधिनिर्णयन इसी प्रकार किया जाता है।

9. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु प्रेषित रेफरेन्स का उत्तर उपर्युक्तानुसार दिया जाता है।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 2 जनवरी, 2020

का.आ. 21.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं.16/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/116/2005-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd January, 2020

S.O. 21.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 02.01.2020.

[No. L-12012/116/2005-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 20TH DECEMBER 2019

PRESENT : JUSTICE SMT.RATNAKALA, Presiding Officer

CR 16/2006

I Party

Smt. Bhagyamma,
W/o Late Sh. Shankaregowda, Dabbeghatta Road,
Gonithumkur Village,
Turuvekere Taluk,
Dabbeghatta Hobli,
Tumkur Dist - 572 227.
Karnataka.

II Party

The General Manager,
Bank of Baroda,
Head Office, 41/2,
M.G. Road, Trinity Circle,
Bangalore - 560 001.

Appearance

Advocate for I Party : Mr. B.D. Kuttappa

Advocate for II Party : Mr. B.C. Prabhakar

AWARD

The Central Government vide Order No. L-12012/116/2005-IR(B-II) dated 18.04.2006 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Vijaya Bank in terminating Smt. Bhagyamma w/o Late Shri Shankaregowda from service is legal and justified? If not, to what relief the concerned workman is entitled to?”

1. The claim of the 1st Party workman is,

She joined the service of the 2nd Party (erstwhile Vijaya Bank amalgamated with Bank of Baroda) as Peon w.e.f 30.07.1988 against the vacancy kept vacant due to the resignation submitted by one Sh. Chenniga Ramesh / Peon of the 2nd Party at Gonitumkur Branch; she worked continuously since 30.07.1988 without blemish upto 28.02.2005 on which date she was illegally refused employment. She had worked continuously at Gonitumkur Branch upto December 2004. Thereafter she was shifted to Turuvekere Branch of the 2nd Party; she worked after the end of December 2004 i.e. for the months of January and February 2005. She was orally directed on 28.02.2005 not to come to duty from 01.03.2005; she is illegally refused employment which amounts to retrenchment without following the mandatory provision of sec 25-F of 'the Act'. She is unemployed and has a dependent family to look after.

2. The claim is contested by the 2nd Party thus:

the temporary engagement of the 1st Party was not through the Medium of Employment Exchange, she has not competed with the eligible candidates; she was engaged as a Temporary Sweeper at Gonitumkur Branch intermittently based on the provisions contained under Sastry awards modified by Desai Award and the subsequent Bipartite Settlement; she was intermittently engaged as part time sweeper during January 2001 on a daily wage of Rs. 20/-; her last engaged at Gonitumkur Branch in the month of December 2004, Gonitumkur Branch was shifted to Turuvekere Branch, she was not engaged in shifted place as there was no need of temporary services; her engagement is on need basis and was not continuous. The purpose for which she was engaged since came to an end her services automatically ended on shifting to Turuvekere Branch.

3. Further it is contended that the Education Qualification prescribed by the Government is 7th Standard pass but below SSLC; subsequently same is reviewed by fixing 8th pass but below PUC for selection of Peons; she did not qualify to the education qualification prescribed. During the year 2002 she produced the Employment Exchange Registration Card wherein her date of birth was mentioned as 05.06.1979, on her showing she has mentioned that she is engaged as Peon w.e.f 30.07.1988 on which date she will be 9 years as per her Employment Exchange Registration Card. Sh. Chenniga Ramesh was appointed as a Part Time Sweeper in the scale of 1/3rd dated 11.03.1988 and he reported to duty at Gonitumkur Branch on 22.03.1998. His selection was done by following Recruitment Rules formulated by Government of India; he remained absent for a long period for which Disciplinary Action was taken and he was removed from service w.e.f 13.11.2003; she was not engaged as a Peon but as a Temporary Sweeper. The question of refusal of employment does not arise; her non engagement is not for any misconduct. She was not engaged at Turuvekere Branch.

4. The 2nd Party examined two witnesses to substantiate their stand. The first witness / MW-1 is the Branch Manager of Turuvekere Branch and the second witness / MW-2 had worked as the Manager of Gonitumkur Branch from May 2002 and continued to work upto May 2005 even after shifting of the Branch to Turuvekere. Probably he was examined as a witness since MW-1 had not worked at Gonitumkur Branch at relevant point of time.

5. The 1st Party workman is the sole witness for herself.

6. The documents produced on behalf of 2nd Party are said to have been furnished to them by the 1st Party workman herself. Ex M-1 is the Employment Exchange Card issued by the said Department showing the Date of Birth of the 1st Party workman Bhagyamma as 05.06.1979; Ex M-2 is her Transfer Certificate showing her date of birth as 05.06.1979; Ex W-3 is the Photostat copies of the vouchers commencing from 27.01.2001 to 20.09.2003 reflecting payment of daily wages; Ex W-4 is the Joining Report of Channiga Ramesh on 23.03.1988; Ex M-5 is the termination order of Channiga Ramesha dated 13.11.2003.

7. The documents produced by 1st Party workman are Ex W-1 the 7th Standard Public Examination Certificate mentioning her date of birth as 05.06.1979; Ex W-2 the Death Certificate of her Husband.

8. During the cross examination the workman admits that in the month of December 2004 Gonitumkur Branch came to be merged with Turuvekere Branch and her service was not taken at Turuvekere Branch.

9. There cannot be any oral evidence surpassing the documentary evidence placed by the parties on record, there is no evidentiary material to appreciate the contention of the workman that she was appointed in the 2nd Party w.e.f 30.07.1988 to work against a vacant post on the resignation of Sh. Channiga Ramesh. As on the said date she was yet a Minor and her engagement even to a part time post is out of question. She is engaged as a part time sweeper

intermittently from January 2001 onwards and the place of Sh. Channiga Ramesh was not a post of Permanent Peon, he was also a Part Time Sweeper. Her engagement being on need basis neither there was an appointment nor she is terminated from service. It is not a circumstance of retrenchment contemplated by sec 25-B of 'the Act'. The claim is misconceived; she is not entitled for any relief under the reference.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 2 जनवरी, 2020

का.आ. 22.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चण्डीगढ़ के पंचाट (संदर्भ सं. 1/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/18/2015-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd January, 2020

S.O. 22.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No 2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of UCO Bank, and their workmen, received by the Central Government on 02.01.2020.

[No. L-12012/18/2015-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No.1/2015

Registered on:-16.04.2015

Satish, S/o Raju, Resident of VPO Baund Kalan,
Tehsil Charkhi Dadri, District Bhiwani.

...Workman

Versus

1. Regional Manager, United Commercial Bank, Chandigarh.
2. The Branch Manager, UCO Bank, Kalanaur, District Rohtak.

...Respondents/Managements

AWARD

Passed on:-03.12.2019

Central Government vide Notification No. L-12012/18/2015-IR(B-II) Dated 08.04.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Union Commercial Bank in terminating the services of the workman Sh. Satish S/o Sh. Raju w.e.f. 04.04.2010 is justified? If not so, what relief the workman is entitled to and from which date?”

1. Both the parties were put to notice and claimant/workman filed statement of claim with the averment that he was appointed as Peon on 16.07.2009 on daily wages basis and remained posted at Kalanaur Branch, District Rohtak by the respondent-management. Respondent no.2 Branch Manager UCO Bank, Kalanaur has terminated the services of the workman in spite of the satisfactory work upto April 2010 by merely saying that “your services are no more required”.

The denial of services of the workman in illegally manner amounts to retrenchment of services without assigning any reason and the same is unjust, unfair, illegal and violative of the provisions of the Industrial Disputes Act, 1947 as well as principle of natural justice. The management adopted the pick and choose method by violating the principle of last come first go while terminating the services of the workman without issuing any notice as such, the termination of the services of the workman is against the provisions of Section 25-F of the Industrial Disputes Act. The respondent-management falls within the definition of "Industry" under Section 2(j) of the Industrial Dispute Act and there exists relationship of employer and employee between the two. It is necessary to mention that another similarly situated employee namely Poonam, is still working in the respondent-bank. The workman is not employed till filing of the claim petition and order of termination is liable to be set aside on the basis of facts alleged. Hence, it is prayed that workman be reinstated in service with continuity of service, full back wages as prescribed under the Industrial Disputes Act, 1947.

2. Management has filed its written statement, alleging therein that there does not exists relationship of employer and employee between the answering respondent and claimant at any time during the alleged period from 16.07.2009 to 03.04.2010. However, it is further alleged that workman was given the contract of dusting and cleaning in the bank since 16.07.2009 and he had received the payment as per Annexure A.B.C. which reveals that it is contract of work and not the employment. The claimant/workman has got no locus standi to file the present claim petition. The claimant has concealed the true and material facts mala fidely and fraudulently just to gain the amount on higher side for which he is not legally entitled. This Tribunal has got no authority to entertain the petition. It is further alleged that since respondent has not engaged the workman as such, the question of his termination from service and violation of Section 25-F, 25-G and 25-H of the Act does not arise as answering management are not the employer of the claimant/workman so the question of complying the above provisions do not arise and reference is liable to be answered accordingly.

3. Parties are given opportunity to lead evidence. Workman Satish has filed his affidavit Ex.WW1 along with Ex.W1 i.e. details of payment made to workman during the period 16.07.2009 to 30.04.2010. It is pertinent to mention that after filing the affidavit before the Tribunal, workman Satish did not turn up along with his counsel to be cross-examined by the learned counsel of management. Thus, affidavit filed by the workman Vikram Pal could not be deemed to be evidence as defined under the Evidence Act.

4. Management has filed affidavit of witness Pardeep Vashisth, Branch Manager, UCO Bank along with documents Ex.R1 to Ex.R3. Workman and his counsel remained absent and did not cross-examined this witness, resulting the evidence in the form of affidavit and documents attached as R-1 to R-3 as uncontroverted and un rebutted.

5. I have heard the learned counsel of the management Miss Parul Chada in the absence of workman and his counsel and have carefully gone through evidence and documents on record.

6. There is no dispute about preposition of law that onus to prove that claimant was in the employment of management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he worked with the employer for 240 days or more in a calendar year. In this regard reference may be made to **Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Mehgajibhai Gavda (2012) 1 SCC 47.**

7. Perusal of the records and evidence led by either party and pleadings as well, there is no dispute that claimant Satish has worked with the management from 16.07.2009 to 03.04.2010 on contract basis as per daily D.C. rate. Workman has filed Ex.W1 along with his affidavit pertaining to details of payment made to him during the period from 16.07.2009 to 03.04.2010 by the management. Similarly, management has filed Ex.R2 regarding the payments made by the management from 16.07.2009 to 03.04.2010. There is no doubt from the perusal of these documents that workman had not in the service continuously from 16.07.2009 to 03.04.2010 instead he rendered his services intermittently after a gap of few days. The facts alleged in the claim petition itself is a proof that workman had not completed one year of service with the management instead he had served less than 9 months in total. The document pertaining to payment Ex.W1 and R2 filed by the respective parties makes it clear that workman has not completed 240 days before his alleged retrenchment/termination by the management. According to Section 25-F of the Industrial Disputes Act, 1947, notice of one month is mandatory only when workman has rendered his services to 240 days in preceding year of his termination. So, in the present case, it can be safely observed that question of issuing notice or retrenchment compensation is not required at all as is alleged by the claimant in his claim petition.

8. So far as the non-applicability of principle of "**Last come fist go**" is concerned, co-worker Poonam was employed as Safai Karamchari and not as Peon like workman. Hence, above principle is not applicable because status of both the employees are altogether different. Furthermore, nothing is on record as evidence that Poonam was employed with the workman or subsequently by the management. Hence, provisions of Section 25-H is also not applicable in the present case as is alleged by the workman.

9. Having gone through the above facts and legal position, I am of the considered opinion that workman has miserably failed to prove that he was ever employed by the respondent-bank and his services were terminated by the respondent-bank as such, he is not entitled for any relief and the reference is answered accordingly.

A. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 23.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 01/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/39/2005-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 23.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No.01 of 2006) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/39/2005-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 01/2006

Employer in relation to the management of Block-II Area of M/S. B.C.C.L.

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer.

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated : 28.11.2019

AWARD

By Order No.L-20012/39/2005-IR (C-I) dated 03/12/2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Congress from the management of BCCL, Block-II Area, that Sh. D.P. Azad E.P. Electrician be promoted to Group ‘C’ w.e.f 15.1.95 i.e. from the date his junior Sh. Pancho Mahato was promoted is justified? If so, to what relief is the workman entitled?”

2. After receipt of the reference, both parties were noticed but both the parties didn't appear before this Tribunal. The notices issued against union is returned with endorsement that the addressee had left the address and the notice issued against management has returned with endorsement that the address is wrong. Case is pending since 02/01/2006 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No. Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 24.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 05/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/179/2004-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 24.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No.05 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/179/2004-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 05/2005**

Employer in relation to the management of Western Washery Zone of M/S. B.C.C.L.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : D.K. Verma. Advocate

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated 28.11.2019

AWARD

By Order No. L-20012/179/2004-IR (C-I) dated 15/12/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of BCCL, Western Washery Zone not to correct the date of birth of Smt. Puranjan Devi as 04.10.1956 instead of 2.12.44 is just, fair and legal? If not, to what relief is Smt. Puranjan Devi entitled?”

2. After receipt of the reference, both parties were noticed but the workman/Union didn't appear before the Tribunal. However, the management has appeared in this case. Case is pending since 03/01/2005 and workman is not appearing before Tribunal so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 25.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 07/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/135/2005-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 25.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 07 of 2006) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/135/2005-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 07/2006

Employer in relation to the management of Kusunda Area of M/S. B.C.C.L.

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated 28.11.2019

AWARD

By Order No.L-20012/135/2005-IR (C-I) dated 09/12/2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union from the management of Basuriya Colliery under Kusunda Area of M/s BCCL for regularizing Sri Krishna Paswan Personnel No. 02467835 Miner/Loader as Trammer is justified? If so, to what relief is the workman entitled and from what date?”

2. After receipt of the reference both parties were noticed but both parties didn't appear before this Tribunal,. Case is pending since 02/01/2006 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 26.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 08/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/167/2004-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 26.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No.08 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/167/2004-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 08/2005**

Employer in relation to the management of Katras Area of M/S. B.C.C.L.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : D. K. Verma. Advocate

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 29.11.2019

AWARD

By Order No.L-20012/167/2004-IR (C-I) dated 17/12/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union from the management of BCCL, Katras Area that Sh, Gokul Chandra Ojha may be regulatised in the post of Dumper Operator (T) is just, fair and legal? If so, to what relief is the workman entitled and from what date?”

2. After receipt of the reference both parties were noticed but the workman/Union didn't appear before the Tribunal. However, the management has appeared in this case. Case is pending since 03/01/2005 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 27.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 09/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/185/2004-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 27.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 09 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/185/2004-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 09/2005

Employer in relation to the management of Sijua Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D. K. Verma, Adv.

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 29.11.2019

AWARD

By Order No.L-20012/185/2004- IR (C-1) dated 17/12/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Loyabad Coke Plant of M/s. BCCL in dismissing Smt. Sarawati Devi, W/Loader from the services of the company vide order dated 5/6.1.2004 is fair and justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed and the Management is present through lawyer but workman/union did not appear before this Tribunal,. Case is pending since 03.01/2005 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 28.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 088/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/89/2002-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 28.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 88 of 2002) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/89/2002-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 88/2002**

Employer in relation to the management of C.V. Area of M/S. B.C.C.L.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 28.11.2019

AWARD

By Order No.L-20012/89/2002-IR (C-I) dated 26/07/2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of C.V. Area of M/s BCCL in not providing employment to Sri Chuloo Manjhi, as dependant of Late Sh. Lakhi Ram Manjhi in accordance with the provisions of NCWA is fair and justified? If not, to what relief is the said dependant entitled?”

2. After receipt of the reference, both parties were noticed but both the parties didn't appear before the Tribunal. However, regd. notice issued against union is returned with endorsement of “Insufficient Address”. Case is pending since 02/09/2002 and union is not appearing before Tribunal. so, it is felt that union has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 29.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 95/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/548/1998-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 29.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 95 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/548/1998-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 95/1999

Employer in relation to the management of Barora Area of M/S. B.C.C.L.

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer.

Appearances:

For the Employers : Sri D.K. Verma. Advocate

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 29.11.2019

AWARD

By Order No.L-20012/548/1998-(C-I) dated 18/05/1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the dismissal of S/Sri Narayan Bhuia and Bharat Bhuia by the management of Barora area of M/s. BCCL is legal and justified? If not, to what relief the workmen concerned are entitled?”

2. After receipt of the reference, both parties were noticed but both parties didn't appear before this Tribunal. However, after a long time management appeared before this Tribunal. Thereafter, again regd. notices was issued to the union but even then no one appeared on behalf of the union. The Case is pending since 15/06/1999 and union is not appearing before Tribunal. so, it is felt that union has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 30.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 98/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/432/1999-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 30.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 98 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/432/1999-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 98/2000**

Employer in relation to the management of Simlabahal Colliery of M/S. B.C.C.L.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer.**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 29.11.2019

AWARD

By Order No.L-20012/432/1999-IR (C-I) dated 02/02/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Simlabahal Colliery of M/s. BCCL in not regularizing Sri Manoranjan Kumar Singh as Clerk (as he has been continuously working as Clerk since 15.05.95) is justified? If not, to what relief the concerned workman is entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both of them left appearing before this Tribunal. Thereafter again regd. notices were issued to both the parties and one of the notices returned with endorsement of “Addressee Left”. The Case is pending since 04/02/2019 and workman is not appearing before the Tribunal. It appears that the workman has lost his interest in this matter. Hence “No Dispute” Award is passed. Communicate..

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 31.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 105/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/269/1999-आईआर (सी-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 31.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 105 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/269/1999-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 105/2000

Employer in relation to the management of Dugda Coal Washery of M/S. B.C.C.L.

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated : 27.11.2019

AWARD

By Order No.L-20012/269/1999-IR (C-I) dated 04/02/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union from BCCL to settle LTC, LLTC, Medical claims and other claim bills within 15 days is just and fair? If so, what directions are necessary in this regard?”

“Whether the demand of BCKU for employment to dependants of the workmen governed under the SAIL terms and condition of service, dying in harness or declared medically unfit for further employment is just and fair? If so, what directions are necessary in this regard?”

“Whether the demand of the Bihar Colliery Kamgar Union from BCCL for payment of interim relief and arrears to the workmen covered under SAIL terms and conditions of service and NCWA within a week is just and fair? If so, what directions are necessary in this regards?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both of them left appearing before this Tribunal. Thereafter regd. notices were issued to both the parties but even then no one appeared on behalf of the union. Case is pending since 23/02/2000 and workman is not appearing before Tribunal. so, it is felt that workman/Union has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 6 जनवरी, 2020

का.आ. 32.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 261/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.12.2019 को प्राप्त हुआ था।

[सं. एल-20012/122/2000-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 6th January, 2020

S.O. 32.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No.261 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 30.12.2019.

[No. L-20012/122/2000-IR(C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 261/2000

Employer in relation to the management of Sijua Area of M/S. B.C.C.L.

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman. : Sri S.C. Gour. Rep.

State : Jharkhand.

Industry:- Coal

Dated :- 29.11.2019

AWARD

By Order No.L-20012/122/2000-IR (C-I) dated 14/09/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Loyabad Coke Plant of M/s. BCCL in not regularizing Md. Salim as Foreman in Cat. “C” is justified? If not, to what relief is the concerned workman entitled and from what date?”

2. After receipt of the reference, both parties were noticed and both the parties appeared for certain dates but subsequently workman left taking step in this case. Further in course of hearing of the case, the Vice President of Sponsoring Union has informed that union is not interested in contesting the case. It is felt that the workman has lost his interest in this matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2020

का.आ. 33.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नंबर—2 चंडीगढ़ के पंचाट (संदर्भ संख्या 3/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.01.2020 को प्राप्त हुआ था।

[सं. एल-22011/05/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 7th January, 2020

S.O. 33.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and their workmen, received by the Central Government on 06.01.2020.

[No. L-22011/05/2017-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 3/2018

Registered on:-04.06.2018

General Secretary, Food Corporation of India Shramik Union, 2715, 2nd Floor, Gali No. 7,
Chuna Mandi, Near Sangatrashan Police Chowki, Pahargunj, New Delhi-110055. ... Workmen-union

Versus

1. Chairman/Managing Director, Food Corporation of India, 16-20, Barakahmaba Lane, New Delhi.
2. General Manager, Food Corporation of India, Regional Office, Sector 31-A, Bay No.34-38, Chandigarh.
3. Area Manager, Food Corporation of India, Distt. Office, Chandigarh.
4. Area Manager, Food Corporation of India, Distt. Office,
SCO-48, Ladowali Road, Jalandhar. ... Respondents/Managements

AWARD

Passed on:-03.12.2019

Central Government vide Notification No. L-22011/05/2017-IR(CM-II) Dated 23.04.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of Management of FCI to change the service condition of the DPS workers in Higher Godown Chandigarh and no work no pay system workers in CWC Godown, Bhogpur, Punjab is against the settlement of the year 1997? If it is not legal, fair and justified, what relief the workers are entitled to?”

1. On the receipt of the above reference, notice was sent to the workmen-union as well as the managements/respondents. The postal article sent to the workmen/union, referred above, did not return back hence, it is presumed by the Tribunal that postal service remained effected to the workmen/union. However, workmen/union is given an opportunity to file claim petition but none turned up in spite of the repeated opportunities and claim statement is not filed on behalf of the workmen-union, resulting opportunity of the workmen-union to file claim petition is closed vide order dated 23.11.2019.
2. Management-counsel Sh. Anil Shukla stated that as workmen-union have not filed any claim petition hence there is no need to file any written statement and award be decided accordingly. Perusal of the file reveals that Government of India, Ministry of Labour vide its order dated 23.04.2018 has made reference to the effects mentioned above but workmen-union did not turn up before the Tribunal to contest the reference thus it become the case of no evidence.

3. Since the workmen/union has neither put their appearance nor has they led any evidence so as to prove their cause against the managements/respondents, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. It is also clarified that passing of the no claim award/no dispute award would not bar the workmen-union from approaching the Appropriate Government/this Tribunal for adjudication of this case on merits or filing any fresh claim. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2020

का.आ. 34.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एम.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 25/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/13/2011-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 7th January, 2020

S.O. 34.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the Management of M/s. M.C.L and their workmen, received by the Central Government on 06.01.2020.

[No. L-22012/13/2011-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: BHUBANESWAR

Industrial Dispute Case No.25 of 2011

Date of passing of award 04.11.2019

Present: Sri B.C.Rath,LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar

Between:-

The Chairman-cum-Managing Director, Mahanadi Coalfields Limited,
Jagriti Vihar, P.O: Burla, Sambalpur.

...1st Party Management

Versus

Sri Muralidhar Pradhan, Qrs.No.M/245, P.O. Bandhbahal Colony,
Jharsuguda, District-Jharsuguda.

...2nd Party Workman

Counsels:-

For the 1st Party Management : Sri Debraj Mohanty

For the 2nd Party Workman : Sri R.N.Debata & Associates

AWARD

The award is directed against the reference made by the Government of India Ministry of Labour in exercise of its authority conferred under clause (d) of sub section(1) and sub section (2-A) of Sec.10 of the Industrial Disputes Act, 1947(14 of 1947) (hereinafter referred to as "the Act") in the event of an industrial dispute arising between the parties noted above for its adjudication vide Order No.L-22012/13/2011-IR(CM-II) dated 20.04.2011 and the terms of reference is :-

"Whether the action of the Management of M/s. Mahanadi Coal Fields Ltd., Burla Sambalpur in terminating the service of Shri Muralidhar Pradhan w.e.f. 23.2.2007 is legal and justified ?To what relief the workman concerned is entitled to ?"

2. The case of the 2nd Party workman, in short is that being sponsored by the Employment Exchange, Jharsuguda as a Scheduled Tribe Candidate and selected by the 1st Party Management, he joined in the post of Shovel Operator in the organization of the 1st Party. He belongs "MATHUDI" by caste, which is sub-caste of "MATYA" comes under

Schedule Tribe. Appointment Letter was issued to him after necessary verification of his documents and he joined on 17.5.1997. He continued and performed his duty with satisfaction to his authority till he was removed from service on 23.2.2007. According to him he was awarded “Best worker seal” in 2006 by the Management. The service conditions of the workmen of the Management are governed by a set of rules called Certified Standing Order. The Chairman-cum- Managing Director/the then General Manager is the Disciplinary Authority of the workmen. At the time of his removal from service he was posted at open cast project of MCL, Lakhanpur. The Project Officer was the head of the Mining activities of the Project and he was subordinate to Chief General Manager. One Sri S.N.Jena was working as Superintendent of Mines in the said project and subordinate to the Project Director. It is the case of the 2nd Party workman that on 20.1.2006 the Project Officer issued a Charge Sheet to him alleging that he was not a member of Schedule Tribe and at the time of his initial recruitment he submitted a false caste certificate to make his entry to the service. The charge sheet was not supported by any document. Pursuant to such Charge Sheet he submitted his explanation denying the charge and he asserted that he is a Schedule Tribe person. The Project Officer was appointed as Enquiry Officer by the Deputy Chief Personnel Manager, Lakhanpur and it was not intimated to him. It is the further claim of the 2nd Party that the documents relied upon to sustain the charge were not communicated to him even after his representation. The Enquiry was held without conformity to the provisions of the Standing Order as well as the Principles of Natural Justice as the Enquiring Officer exhibited some documents suo-moto without furnishing copies of the same to him. The workman was not afforded any opportunity to cross examine any witness or to adduce his evidence. He was not given opportunity to defend himself in the enquiry. According to him the Deputy Chief Personnel Officer had no jurisdiction/authority to initiate departmental action and to punish him for any misconduct. He was removed from service on being alleged to have furnished a false caste certificate. It is his claim that he applied for a caste certificate to the Tahasildar, Chikiti his native place through an Advocate. The said Certificate being obtained through an Advocate was furnished to the Management at the time of his initial appointment. When a charge sheet was issued alleging that a false caste certificate was furnished in the initial appointment, he preferred a Civil Suit in the learned Court of Civil Judge (Jr.Division) Sambalpur vide C.S.No.10 of 2007 for a permanent injunction restraining the Management from removing him from service. The said suit was disposed of with a finding that he belongs to Schedule Caste Category. It is also his claim that he was issued with a caste certificate of Schedule Tribe by the Tahasildar, Lakhanpur since he is a Schedule Tribe person. It was never communicated to him that any report was called for by the Management from the Tahasildar, Chikiti, and pursuant to such report it was communicated that the caste certificate submitted by him at the time of his initial appointment was false. He was not also supplied with copy of any report submitted by the Tahasildar, Chikiti wherein his caste certificate was stated to be false or manipulated. Thus, his removal from service on being alleged to have furnished a false certificate towards his caste is not legal and justified and sustainable in the eye of law. Hence, prayer has been made to reinstate him with back wages and all other service benefits.

3. The 1st Party Management in its Written Statement has refuted the allegations raised by the workman and pleaded that the workman was given appointment on 17.5.1997 as Shovel Operator on being selected and treated as a Schedule Tribe candidate. His appointment was subject to verification of his antecedents /certificates etc. On 10/11-January, 2006 the then Vigilance Officer of the Management intimated the General Manager, Lakhanpur that a letter bearing No.2269 dated.21.11.2005 was received from District Welfare Officer, Ganjam in which it was informed that the Caste Certificate produced by the workman was a false one as no such caste certificate was ever issued in his favour. On the basis of such intimation and the letter of District Welfare Officer, Ganjam the 2nd Party was issued with a Charge Sheet and asked to submit his reply. The 2nd Party submitted his reply on 18.2.2006 and the same being found unsatisfactory an Enquiry Officer was appointed to hold an enquiry on the charges leveled against the 2nd Party workman. The Enquiring Officer conducted the enquiry in accordance to the provisions of Certified Standing Order and Principles of Natural Justice. On completion of enquiry he submitted a report and the 2nd Party workman was issued with a notice on such enquiry report for submitting his show cause. As the charge of furnishing false certificate was established, he was removed from service keeping in view the provisions of the Certified Standing Order. The departmental enquiry was held in accordance to the provisions of the Certified Standing Order and Principles of Natural Justice. The workman was given due opportunity to defend himself in the departmental proceeding. Being found guilty of serious misconduct of giving false certificate at the initial stage of his appointment he was rightly punished with removal of service and there is no flaw in the departmental proceeding. Hence, the claim statement of the workman should be rejected.

4. On the aforesaid pleadings of the parties the following issues are settled for proper adjudication of the dispute.

ISSUES

- 1) Whether the action of the Management of M/s.Mahanadi Coal Fields Ltd., Burla, Sambalpur in terminating the services of Shri Muralidhar Pradhan w.e.f.23.2.2007 is legal and justified?
- 2) To what relief the workman concerned is entitled?

5. The 2nd Party workman has examined himself as W.W.1 and relied on some official correspondences and documents like Xerox copy of the letter dated.22.1.2007 along with enquiry report, Xerox copy of the Memo dated.17.8.2006 of the Management issued to the workman, Xerox copy of the application dated.14.8.2006, Xerox copy of the letter dated.5.8.2006 of the Enquiring Officer, Xerox copy of the application of the workman dated.1.8.2006, Xerox copy of the letter dated.3.7.2006 of the Enquiring Officer, Xerox copy of the letter dated.16.6.2006 of the Enquiring Officer, Xerox copy of the letter dated.31.5.2006 of the Enquiring Officer, Xerox copy of the explanation dated.18.2.2006 of the workman, Xerox copy of the Charge Sheet dated.20.1.2006, Xerox copy of the Caste Certificate of the workman issued by the Tahasildar, Lakhanpur, Xerox copy of the application dt.8.2.2007 of the workman addressed to the Enquiring Officer, Xerox copy of the application dated.14.2.2007 of the applicant to Project Officer, Xerox copy of the letter dt.8.2.2007 issued by the Enquiring Officer, Xerox copy of the order dated.23.2.2007 issued to the workman, Xerox copy of the Appeal petition dt.12.3.2007 of the workman, Xerox copy of the order dt.5.6.2007 of the Management, Xerox copy of the Review Petition of the workman, Xerox copy of the Judgment in C.S.No.10 of 2007 and Xerox copy of the reminder dated.16.11.2009 of the workman which are marked as Ext.1 to Ext.20 respectively. On the other hand the Management has examined its Asst. Manager Personnel and Chief Manager(Personnel) as M.W.1 and M.W.2 and relied upon the documents such as Xerox copy of the sponsored list of names for the post of Shovel Operator by the Employment Exchange, Xerox copy of the recommendation of the Selection Committee with copy of the letter dt.16.5.1997, Xerox copy of the Caste Certificate and letter dt.10/11-01-2006, Xerox copy of the Charge Sheet, Xerox copy of the Written Reply of the workman, Xerox copy of the letter dt.8.2.2007 and copy of the enquiry report, Xerox Copy of the removal order of the workman dated.23.2.2007 and Xerox copy of the certified standing order of the Management, which are marked as Ext.A to Ext.H to refute the claim of the workman.

FINDINGS

6. Since both the issues are inter related to each other, for the sake of convenience they are taken into consideration simultaneously. The pleadings and evidence of the parties so far the invitation of the application for the post of Shovel Operator through Employment Exchange and selection and appointment of the 2nd Party workman against such post reserved for Scheduled Tribe category is not seriously disputed. The appointment of the workman with effect from 17.5.1997 against the post reserved for Schedule Tribe category and his removal from service on 23.2.2007 preceded by a departmental proceeding are the admitted facts. The evidence and pleadings of the workman reveal that he submitted a caste certificate issued by the Tahasildar, Chikiti showing that he belonged to Schedule Tribe Category at the time of his joining. It is the claim of the Management that the said certificate submitted by the workman at the time of his joining in support of his claim of being a candidate of Schedule Category was found to be false and forged one since the District Welfare Officer, Ganjam on being queried about issuance of such certificate informed the authority of the Management that no such certificate was ever issued in favour of the 2nd Party workman. As per the pleadings of the parties the 2nd Party workman was issued with a charge sheet wherein he was alleged to have furnished a forged and false certificate to show himself a candidate belonging to Schedule Tribe Category. The workman does not dispute that being issued with the charge sheet he faced the departmental enquiry and he participated in the enquiry held by Dy. Chief Personnel. The workman was informed about the appointment of the Enquiring Officer and the Presenting Officer. He was also noticed by the Enquiring Officer about the date and place of enquiry. It is the grievance of the workman that in the enquiry documents of the department were exhibited and relied upon without supply of the same to him for which he was prejudiced. He was not allowed to cross examine on the documents exhibited by the Enquiring Officer. The main thrust in the argument of the workman is that he was not supplied with a copy of the letter of the District Welfare Officer, Ganjam whereby it was informed that the certificate submitted by the workman was found to be false as no such certificate was ever issued in favour of Muralidhar Pradhan.

7. On a close scrutiny of the evidence of the workman it is seen that he was attending the departmental enquiry. He admits to have furnished the Caste Certificate obtained from Tahasildar, Chikiti. The certificate issued in his favour by the Tahasildar, Lakhanpur is a subsequent certificate obtained in the year 2006. It seems that the said certificate was obtained after initiation of the departmental proceeding. It is admitted by him in his cross examination that after completion of departmental enquiry he was removed from service on being found to have furnished a false/forged certificate at the time of his initial appointment. He was issued with a show cause before his removal. He preferred an appeal against such order of removal. It is elicited from his cross examination that in the said appeal he had admitted he was given due opportunity to defend himself in the departmental enquiry. In his cross examination he has admitted that all documents were issued to him and he was duly informed about the proceeding as well as the appeal preferred by him. Even, he has admitted that he was supplied with all documents which he asked for in the departmental enquiry though he claims that he was not informed or supplied with a copy of the letter of District Welfare Officer. It is emerging from the evidence of M.W.1 and M.W.2 that charge sheet was issued to the workman and departmental enquiry was held in conformity to the provisions of the standing order and principle of natural justice. The Management has filed the copy of the departmental proceeding. On a close scrutiny of the proceeding file it is seen that the charges were specific and it was alleged therein that the

candidature of the workman for the post of Shovel Operator was sponsored by the Employment Exchange by showing him a candidate of Schedule Tribe Category. He was given appointment against the vacancy reserved for the Schedule Tribe Category. He filed an attestation for claiming himself belonging to S.T. category and he furnished a certificate in this regard allegedly issued by the Tahasildar, Chikiti. It was also specifically alleged in the charge sheet that on verification the District Welfare Officer, Ganjam, Chatrapur informed the Management that no caste certificate was ever issued in favour of the workman by the Tahasildar, Chikiti and the caste certificate produced by the said workman is false. It is seen from the proceeding file that copy of such letter was furnished to the workman. All the documents relied upon by the Management seem to have been duly marked in the domestic enquiry. There is no credible evidence on the part of the workman to show that he was not supplied with the correspondence of the District Welfare Officer, Ganjam. On the other hand he has not disputed to the claim of the Management that he submitted the alleged caste certificate. No where it has been pleaded or evidence has been adduced to show that the disputed certificate was a genuine one or it was duly issued or furnished to the workman on his application duly processed by issuing authority. In absence of any such specific pleading and evidence on the part of the workman it is deemed or it may be presumed that the workman furnished the caste certificate which was not issued by the Tahasildar, Chikiti. Be that as it may, the certificate is deemed to be a forged one. When such a certificate was submitted by the workman at the time of his joining he is deemed to have given false information as well as furnished a false certificate in order to secure his employment. As per clause-26(9) giving false information or furnishing false certificate is a misconduct. Therefore, the finding of the enquiring Officer as well as the punishment of dismissal imposed on such finding cannot be said illegal or unjustified.

8. It is the argument of the legal representative of the workman that the Judgment of the Civil Judge (Jr.Dvn)-cum-J.M.F.C., Sambalpur in C.S.No.10 of 2007 Ext.19 and Caste Certificate issued by the Tahasildar, Lakhanpur in 2006 vide Ext.11 clearly establish that the workman belongs to Schedule Tribe Category and as such the charge that he secured his appointment by giving false information is not sustainable in the eye of law. But, on a close reading of the pleadings of the parties as well as the evidence including the copies of the departmental proceeding file it can be safely held that the workman was specifically charged and informed that the District Welfare Officer, Ganjam in his letter addressed to the authority of the Management informed that no such certificate was ever issued in favour of the workman and it was a false one. That being the allegation in the charge sheet and keeping in view the provision in clause-26.9 of Certified Standing Order of the Management, the question of the workman being a person of Schedule Tribe category or the question of a valid caste certificate being issued by the Tahasildar, Lakhanpur was not an issue in the departmental proceeding. Finding of the Civil Court that the workman belonging to S.T. Category can not exonerate him from the charge that he furnished a false certificate.

9. As per the settled principle the Tribunal can not act as a appellate forum against the finding of the departmental enquiring Officer. When the finding is not perverse to the materials produced before the departmental authority or there is no violation of principle of natural justice while conducting or holding the enquiry. Similarly, the Tribunal has limited jurisdiction to interfere with the punishment imposed in the departmental enquiry and it can not modify the same unless the punishment is found to be shockingly disproportionate to the gravity of misconduct allegedly committed by the employee. The citations referred and relied upon by the workman are pronounced in different context and the facts and circumstances involved in the situations are not identical to the facts and circumstance of the present case. On the other hand it is well settled in a catena of decisions that caste certificate referred for verification after 10 years of joining in the service has no consequence in as much as such delay does not validate a false caste certificate. The workman had entered into the service by furnishing a Caste Certificate which he knew to be false and not issued by the authority shown in the certificate. Hence, he cannot claim equity and sympathy on the basis that he belongs to S.T. category.

For the reasons discussed above the statement of claim preferred by the workman has no merit for consideration and as such he is not entitled to any relief.

The reference is answered accordingly. The award along with its copy be sent to the Ministry for notification and necessary action at their end.

B. C. RATH, Presiding Officer

नई दिल्ली, 7 जनवरी, 2020

का.आ. 35.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एन.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 34/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/6/2016-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 7th January, 2020

S.O. 35.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. N.C.L and their workmen, received by the Central Government on 06.01.2020.

[No. L-22012/6/2016-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/34/2016****Present:** P. K. Srivastava, H.J.S..(Retd)

The colliery Mazdoor Sabha (AITUC)
SHF-253, Opp. Bus Stand
Singrauli District
Singrauli. (M.P.)

...Workman

Versus

The General Manager
Northern Coal Fields Limited
Bina Project,
District Sonebhadra(U.P.)
(U.P.)-231 220

The Chairman & Managing Director
Northern Coalfields Limited,
Corporate Office,
District Singrauli,
(M.P.-486 889)

...Management

AWARD**(Passed on this 3rd day of December, 2019)**

1. As per letter dated 10-3-2016 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/6/2016-IR(CM-II). The dispute under reference relates to:

“Whether Shri Rambabu Singh, Sr. Mechanic-Cum-Driver, NCL is now residing in company provided quarter at LCH-56, BINA Project, Northern Coalfields Limited, Sonebhadra, UP or not?If so, whether he is entitled for payment of 18% HRA from 1995 to 2014 or not.”

2. After registering the case on the basis of reference, notices were sent to the parties.

3. The case is that inspite of service and several opportunity given the workman did not file his statement of claim. During the course of hearing, the workman absented himself, hence the Management was given opportunity to file its statement of defence which was filed by them.

4. According to the case of the Management (para-13), **“The workman was habitual offender, he was in the habit of remaining absent from duty without intimation and sanctioned leave. When he report for duty after marking attendance, he did not reach work place and perform duty. Such act on the part of the workman put the management to administrative inconvenience and that cause loss of production. When the workman do not report at work place the management find difficult to substitute him. Due to this the Dumper remain idle. Against such misconduct the workman was given several warning, wages were not paid on those days.”**

5. Details of the misconduct and punishments awarded were mentioned by Management in para-13 of statement of defence. The workman was issued chargesheet on 29-11-2000 for unauthorisedly absenting himself from duty w.e.f 5-8-2000. Shri P.C.Singh was appointed as Inquiry Officer. The workman unconditionally admitted the charges and requested for pardon. The competent Authority vide order dated 11-5-2002 imposed punishment of reversion from Dumper Operator Gr.I to Driver-cum-Mechanic category. His absence from duty from 5.8.2000 to 12.5.2002 was treated as leave without wages.

6. According to the Management the claim of the workman is imaginarily illegal and without merits. The workman was paid wages as per his entitlement. Accordingly the Management has prayed that the reference be answered against the workman.
7. The case was heard exparte against workman. The Management filed affidavit of its witness Shri D.K. Singh who proved the pleadings as stated above filed by Management.
8. At the stage of argument also the workman did not appear hence, argument of Shri A.K. Shashi, learned counsel for Management was heard and no written argument was filed by the workman.
9. The reference is the point in issue in this case.
10. The burden to prove its case lies on the workman but he has miserably failed, hence there is nothing on record to hold the action of Management against law.
11. On the basis of the above discussion, the award is passed as follows:-

A. The Claim of the workman regarding payment of House Rent Allowance @ 18% from the year 1995 to 2014 is held not justified in law.

B. The workman is held entitled to no relief.

P. K. SRIVASTAVA, Presiding Officer

DATE: 3.12.2019

नई दिल्ली, 7 जनवरी, 2020

का.आ. 36.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 235/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/312/2002-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 7th January, 2020

S.O. 36.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 235/2003) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of M/s. W.C.L and their workmen, received by the Central Government on 06.01.2020.

[No. L-22012/312/2002-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/235/2003

Date: 15.11.2019

Party No. 1:

The Sub Area Manager,
Mahadeopuri Colliery of WCL,
P.o. Parasia, Distt-Chhindwara,
M.P.

V/s.

Party No. 2:

The General Secretary,
P.K.K.K.K. Sangh,
P.o. Damua, Distt-Chhindwara,
M.P.

AWARD

(Dated:-15th November, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial

dispute between the employers, in relation to the Management of Western Coalfields Limited and their Union, P.K.K.K.K. Sangh for adjudication, as per letter **No.L-22012/312/2002-IR(CM-II) dated 22.10.2003**, with the following schedule:-

“Whether the action of the General Manager, WCL in dismissing Shri Mohd. Idarish Ansari, Clerk of Mahadeopuri Colliery from services w.e.f. 31.08.2001 is legal and justified? If not, to what relief the workman is entitled?”

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri Mohd. Idarish Ansari, (“the workman” in short) through his union, “Pench Kanhan Koyala Khadan Karmchari Sangh”, (“the union” in short) filed the statement of claim and the management of WCL, (“Party No.1” in short) filed the written statement.

The case of the workman as presented by the union is the statement of claim is that while the workman was working in Mahadeopuri Colliery of Pench Area, charge sheet dated 30.12.2000 under clause 26.13 of the Certified Standing Order was issued against him on the allegation of tampering with the record of the company with ulterior motive and the workman submitted his reply to the charge sheet, denying the charges levelled against him and Party No.1 appointed shri A.K. Kapoor, the Sr. Engineer (E&M) as the Enquiry Officer and shri S.N. Bist, the Survey Officer as the presenting Officer to conduct the departmental enquiry against the workman and in the enquiry, the Enquiry Officer recorded the statement of the presenting officer as evidence and the Labour Welfare Officer of Mahadeopuri Colliery was examined as a witness by the management which is not permissible and the workman, who had been working as a Wages Clerk had prepared the pay fixation chart of the employees under National Coal Wages Agreement IV to V and the same had been checked and initiated by Shri Jitendra Singh, the Accounts Officer and shri P.K. Tripathy, the Welfare Officer-Cum-Office Incharge and as such, Shri Singh and Shri Tripathy were the real witness to prove the alleged charges against the workman, but they were kept away by the management from the enquiry and therefore, it can be held that management failed to prove the charges against the workman by examining the real witnesses and the Enquiry Officer without applying his mind and without any evidence, erroneously came to the conclusion that, the charges levelled against the workman were proved and therefore the enquiry proceedings and the enquiry report are vitiated.

It is further pleaded by the union on behalf of the workman that, the service conditions of the employees of Party No.1 are governed by the certified Standing Order and clause 2.3 of the said order defined “Competent Authority” for submission of charge sheet and clause 28.06 defines the competent authority for approval, above the rank of the charge sheet authority and according to the definition, the nominated authority is not competent to take action against any of the employees and under clause 30 of the said order, the General Manager and Chief General Manager of the Area are the appellate authorities and the Director-In-Charge of WCL is the approval authority, but in the case of the workman, the Chief General Manager has approved the dismissal order passed against the workman and the Party No.1 only supplied the enquiry report to the workman without any show cause notice, so he could not avail the opportunity to avail the enquiry report before the disciplinary authority and due to non-service of show cause notice, there was denial the affording of reasonable opportunity to the workman and the workman was awarded with the punishment of dismissal after approval of the appellate authority on 31.08.2001 and therefore, the said order is illegal and the workman is entitled for the wages with all benefits of clerical Gr.III from 24.04.1992.

3. The Party No.1 in the written statement has pleaded inter-alia that the workman was employed in Pench Area and his past records were unsatisfactory and he was demoted from Clerk Gr.III to Clerk Gr.II w.e.f. 12.12.1999 and subsequently, his demotion was revoked and punishment of stoppage of one increment was imposed by modification of the order dated 21.01.1992 and the workman while working as a wages clerk manipulated the office records of his own as against pay fixation and fraudulently, he got his pay fixed at basic of Rs. 2790/-, whereas his actual pay fixation was Rs. 2690/- as on 01.09.1992 and thus, the amount of Rs. 100/- per month was being paid to him in excess and for the said misconduct, charge sheet no. 1065 dated 19.12.2000 was issued against him and the workman submitted his reply to the charge sheet and as the reply of the workman was found unsatisfactory, it was decided to conduct a departmental enquiry against him and accordingly, vide Office Order No. 53 dated 25.12.2000, Shri A.K. Kapoor and Shri S. Guin were appointed as the Enquiry Officer and management representative respectively and the Enquiry Officer conducted the enquiry legally, properly and follow the principles of natural justice and the Enquiry Officer submitted his enquiry report holding the workman guilty of the charges and vide letter dated 08.08.2001, the workman was issued with the show cause notice alongwith the copy of the enquiry report and the workman did not submit any satisfactory reply on the said enquiry report and the enquiry papers were placed before the competent authority and the competent authority came to the conclusion that the charges proved against the workman were grave in nature and in view of the seriousness of the misconduct committed by him, the punishment of dismissal from services was imposed against him by order dated 31.08.2001 and the workman was holding the post of confidence as a wages clerk and he committed breach of trust and as such, it lost confidence on him and the punishment imposed on the workman is proportionate to the gravity of the misconduct proved against him and the punishment imposed against the workman is legal, proper and justified.

4. In the rejoinder, the workman has pleaded that he had been falsely implicated with false allegations and for the misconduct, the General Manager deducted Rs. 523.48/- from his wages as interest and also awarded the punishment of demotion and the Sub-Area Manager, who is the approval authority under clause 28.6 of the Certified Standing Order has no right to review the punishment awarded against him and the Manager of the Mine is not competent to issue the charge sheet and the punishment order was approved by the appellate authority and thus, his right to appeal was curtailed and thus, he is entitled to be reinstated in service.

Pint of determination:-

1. “Whether management proved charges to labled against the workman?”
2. “Whether dismissal of the workman proper and legal?”
3. “Whether workman is entitled to any compensation?”

Reasons for decision

5. On behalf of union, they examined workman Mohammad Idarish to prove statement of claim, but on behalf of management, they examined 4 witnesses namely Arvind Kumar (M.W.1), Rajendra Prasad Soni (M.W.2), Dinesh Kumar Chourey (M.W.3) and Jitendra Singh (M.W.4). Management filed 2 affidavits of Jitendra Singh dated 05.12.2013 and 07.12.2013. They also filed affidavit of M.B. Kumbhare, which was not produced in the court, so he was not cross-examined. In my opinion, this affidavit was neither verified by the court nor he was cross-examined by the opposite party, so it is not read in evidence. Mr.Arvind Kumar (M.W.1), Rajendra Prasad Soni (M.W.2) and workman Mohammad Idarish, prior affidavit dated 14.08.2007 relating to validity of the Departmental Enquiry, on the basis of which my predecessor passed an order of validity on 27.06.2013. Now, I want to see the management’s evidence regarding misconduct of the workman.

6. Mr. Dinesh Kumar Chourey (M.W.3) was working as Sr. Manager, who was posted at Mahadeopuri Mines of Pench Area during the year of 2000 to 2003. According to him, Mohammad Idarish was working as Wages Clerk and he had manipulated the office record of his own as against his pay fixation. He had fraudulently got his pay fixed at basic of Rs. 2790/- whereas actual pay fixation was Rs.2690/- P.M. as on 01.09.1992. Thus the amount of Rs. 100/- per month was being paid to him in excess and for the aforesaid misconduct he was issued with a charge sheet No.1065 dated 19.12.2000. Mr. A.K. Kapoor was appointed as Enquiry Officer, Shri S. Guin was appointed as management representative and Mr. Ajay Gautam was appointed as Co-worker (defence representative) of the workman. According to him, he gave personal statement on behalf of the management in Departmental Enquiry of the workman.

7. Mr. Dinesh kumar Chourey (M.W.3) in his cross-examination admitted that, he has no personal knowledge about this case and he was not working in Mahadeopuri Mines in the year of 1991-92 or in the year of 1996. According to him, he was nowhere (no way) related to pay fixation of workman. The Account Officer and the Manager of the Mines are competent authority for approval and sanction of the pay fixation of the employees. According to him, after verification of the statement by the Account Officer, the pay fixation becomes final and accordingly wages are paid to the employees. According to him, Account Officer is final authority for making correction of the pay fixation. Ongoing above statement, he was deposing as on experience and on basis of the record, so his statement appears to be true. Now, I want to see the statement of Mr. Jitendra Singh.

8. Jitendra Singh (M.W.4) asserted that, he was posted at Newton Sub Area of Pench Area during the year 1988 to 1999 and also posted at Mahadeopuri Mines as a Sr. Accounts Officer.

- a. Jitendra Singh stated that, “I was posted as Sr. Accounts Officer at Mahadeopuri Colliery, Newton Sub Area of Pench Area. Shri Mohammad Idarish was working as Wages Clerk under my control. He was entrusted with the work of Pay fixation of all the workers. As on revised scale of NCWA V the pay of the workman was fixed at 2590/- The next increment was effective from 01.09.1991. The rate of increment was Rs. 100/- p.a. Hence his pay as on 01.09.1991 was Rs.2590+100 = Rs.2690.00.”
- b. “As the increment was withheld with cumulative effect, he was not entitled for any increment. Hence his pay as on 01.09.1992 was fixed at Rs. 2690.00. He was entitled for next increment onwards from 01.09.1993, 01.09.1994 etc.”
- c. “However after my signature and signature of the other officials, the pay fixation records were received back by the workman himself i.e. wages Clerk Mohammad Idarish Ansari and he manipulated his own fixation by correcting the figure from Rs.2690/- to Rs.2790/-. Such corrections were made subsequently by putting the figures shown against the year 1993, 1994 and 1995. The workman had received the excess wages as per the manipulate pay fixation from 01.09.1992 to the year 2001.

9. Now, I want to see the facts came in cross-examination of Account Officer, Mr. Jitendra Singh (M.W.4). In para 13, 14, 15 and 16, he admitted some important facts. Now, I want to reproduce these important facts in verbatim:-

- a. In para 13, "It is a fact that, in Exhibit M-I in line number five of paragraph 5, there is a correction in regard to the month mentioned therein. The correction was made by me. It is a fact that, the said correction was not initiated by me."
- b. In para 14, "As the Accounts Officer, I was verifying the records prepared by the workman as wages clerk. At the time of verification of exhibit M-III by me, the pay fixation of the workman was correctly mentioned. The same was altered by the workman himself subsequent to my verification and signature and the workman himself has initiated such corrections."
- c. In para 15, "The initial pay fixation of the employees of WCL is being done by the personnel department and the same is finally verified by the finance department. The copy of the initial pay fixation statement of the workman made by the personnel department has been filed."
- d. In para 15, "In the copy of the said pay fixation statement in column 7, there is an over writing of 'g' and the same has not been initiated by anybody."
- e. In para 15, "The pay fixation statement filed with my affidavit, exhibit M-I was prepared by the workman (The copy of the said statement is marked as exhibit M-IV on admission). It is fact that, exhibit M-IV was passed through another three signatures."
- f. In para 16, "After preparation of the pay fixation statement, wage sheets for making payment of wages to the employees are being made. It is not a fact that, at the time of making wage sheets, reference is being made to the pay fixation statement. The wage sheets are being generated from the computer. Computers were installed in WCL in 1990."

10. On perusal of the statement of accountant, Mr. Jitendra Singh (M.W.4), it appears that, he denied all the defence raised by the union. Correction in M-3 i.e. the pay-fixation of the said workman was altered by the workman himself. According to him, he cannot say the exact date on which, pay fixation statement of the workman was made. He also denied that, "the evidence regarding the basic pay fixation of the workman was made correctly after scoring initial figures mentioned in Exh. M-2 and the same were not initiated by me". He also denied that, "Figures were not altered by the workman after verification of the same by him". In this way he remained un-rebutted in his court statement. It is correct to say that, Mr. Jitendra Singh (M.W.4) witness is belonging to management and he is also Account Officer of WCL but does not, so that he is not prejudice to workman or any malice with workman. Now I want to see the workman evidence.

11. On behalf of workman, he filed rebutted evidence and affidavit on 14-10-2014. According to workman, punishment order for dismissal from the service dated 31-08-2001 is double jeopardy against a provision of law. According to him, he did not make any correction or alteration or tampering of any documents i.e. pay fixation statement. According to him, he cannot be hold responsible for it. In cross-examination, he admitted that, at the disputed time, he was clerk and Mr. Jitendra Singh was Account Officer. He also denied that, he made any tampering in basic of the pay scale; he also did not remember his pay scale on 01-07-1997. He also asserted that, "It is incorrect to say that, "my pay has been fixed by adding excess of one increment Rs. 100/-. I cannot say whether I have got excess wages. The pay fixation has been done by the accounts department. I do not remember whether my one increment was withheld with cumulative effect. I do not remember the pay scale as on 01-09-1997. I cannot say my pay scale as on 01-09-1992, 01-09-1993, 01-09-1994 and 01-01-1995".

12. Ongoing above statement, it appears that, he conceals some facts, but he admitted that, he was a clerk in that mine. He did not show any enmity with account officer Mr. Jitendra Singh. It is also appears that, his interest record directly benefit by this mistake or fraud, his statement is supported by any reliable documentary evidence. In this way, management's evidence appears to more in comparison to union evidence. It also appears that, workman was a wages clerk and Mr. Jitendra Singh was account officer. Normally it appears that, it will seem that, their very good relation between both relation and faith of the both party. It also appears that, workman was prior punishing for some mistake so management version is plausible. Now, I want to see the legal position.

13. **Management relied on following case laws :-**

- (a) R. S. Saini Vs. State of Punjab and Others, (1999) 8 Supreme Court Cases 90
- (b) Workmen of Balmadies Estates Vs. Management, Balmadies Estate and Others, (2008) 4 Supreme Court Cases 517
- (c) West Bokaro Colliery (TISCO Ltd.) Vs. Ram Pravesh Singh, 2009-I-LLJ-220(SC)
- (d) Divisional Controller, N.E.K.R.T.C. Vs. H. Amaresh, (2006) 6 Supreme Court Cases 187

(e) Union Bank of India Vs. Vishwa Mohan, 1998ILLJ-1217

In above case laws following principles are laid down :-

- (i) “High Court as well as Supreme Court within limited scope of their jurisdiction holding that disciplinary enquiry against appellant did not suffer from these infirmities – Hence no case made out for judicial interference – Administrative Law – Judicial Review - Held - ----- Interference in service matters – Disciplinary matters – Removal from service – Sufficiency of evidence alleged ----- --- On facts found that appellant was heard by inquiring authority through his counsel – his grievance that he was not given sufficient adjournments for further hearing, held, did not constitute breach of natural justice.”
- (ii) “Departmental enquiry – Held, assessment of evidence in a domestic enquiry is not required to be made by applying the same yardstick as a civil court would do when a lis is brought before it – Also, Evidence Act, 1872 is not applicable to the proceeding in a domestic enquiry though principles of fairness are to apply – Again, guilt may not be established beyond reasonable doubt and the proof of misconduct would be sufficient – Moreover, all materials which are logically probative including hearsay evidence can be acted upon provided it has a reasonable nexus and credibility.”
- (iii) “Industrial Disputes Act (14 of 1947) – Section 11-A – Industrial Tribunal setting aside dismissal of workman – Interference by Tribunal with findings in domestic enquiry, not warranted – Standard of proof in departmental proceedings different from that in criminal case. Industrial Tribunal should be slow in interfering with conclusion in domestic enquiry.”
- (iv) “When an employee is found guilty of pilferage or of misappropriating the Corporation’s funds, there is nothing wrong in the Corporation losing confidence or faith in such an employee and awarding punishment of dismissal. In such cases, there is no place for generosity or misplaced sympathy on the part of the judicial forums and interfering therefore with the quantum of punishment.”
- (v) “Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970-Sec. 19-Union Bank of India Officers/Employees (Discipline and Appeal) Regulations, 1976-Charge sheets related to serious misconduct – Respondent unable to demonstrate how prejudice was caused to him due to non-supply of inquiry report – In banking business absolute devotion, diligence and integrity need to be preserved by every bank employee and in particular by bank officer – If this is not observed confidence of depositors would be impaired.”

14. On behalf of workman it was argued that, workman while working the capacity of clerk he was charged for tempering of the documents of the company and he face the departmental enquiry after the completion of enquiry Chief General Manager has approved the dismissal order passed against the workman. According to the workman order of punishment has not been passed by the disciplinary authority but by the appellate authority the workman was deprived of his right to appeal and as such the order suffers from inherent defect and it is against the principles of natural justice.

15. On behalf of workman it was also argued that, departmental enquiry held illegal and against the principle of natural justice. They also asserted that, Shri Jitendra singh, Sr. Manager Finance has admitted that he has signed the Pay Fixation prepared by the Wage Clerk and the Personnel Officer. They also argued that, the workman has already reached to the age of his superannuation. He is the patient of Asthama and ailing from various diseases. He is bedridden and unable to move out of his house and as such he was cross examined by the Management before the Commissioner, which is filed on record.

16. Workman also argued that, there is no possibility at all that the Pay Fixation Clerk has tampered with the record, while making Fixation Chart and prayed that, punishment of dismissal imposed by the General Manager is illegal, because he is not competent to issue the punishment order. All these argument are denied by the management.

17. On behalf of management it was argued that, “he was entrusted with the work of pay-fixation of all workmen. As on revised scale of NCWA-V the pay of the workman was fixed at Rs. 2590.00.-----As the increment was with held with cumulative effect he was not entitled for any increment.

18. On behalf of management also argued that, workman gave evidence in rebuttal and stated that, “Para5....I was the wage clerk. While calculation the fixation of pay for himself, the authority would have checked the calculation” and also argued that, “during cross examination he has not specifically denied the questions put to him. He said he cannot say whether he has got excess wages. He does not remember his one increment was with held with cumulative effect or not. He does not remember the pay scale as on 01.09.1992.” It is also argued that, “in the case law Hon’ble High Court of Kerala in the case of P.V.Balan Nair vs. Supdt of Post Office 2001 LIC 3201 held – keeping deposited money unauthorisedly by him for about 24 days without credition the same in the post office account. Is a serious misconduct-punishment imposed by way of termination of his services proper?”

19. On behalf of management it was also argued that, The Supreme Court in the case of Regional UPSRTC vs. Hotital (2003 (3) SCC-605 held that – “not only the amount involved, but the mental setup the type of duty and similar relevant circumstances have to be taken into consideration to decide the proportionality of the punishment. -----held the matter should be dealt with iron hands and not leniently” and also argued that, “various Court repeatedly held that re-fund of misappropriated money will not absolve the culprit from the charges. 1995 I LLJ-233-Bank of India vs. P. Padamanabhadu.”

Now, I want to see the factual matrix with evidence and argument of the parties.

20. Admitted fact of this case is that workman was wage clerk and Mr. Jitendra singh was Sr. Accountant Officer at that time. According to the management, allegation against the workman is that, “he manipulated his own fixation order---- workman has received as the excess wages as per manipulated pay fixation from 01.09.1992 to 2001.”

Mohd. Idarish (PW-1) in chief examination support his statement claim but in para 23 office cross examination admitted that “it is in correct to say that my pay has been fixed by adding of one increment Rs.100/- ----- The pay fixation has been done by the accounts department. I do not remember whether my on increment was withheld with cumulative effect. I do not remember the pay scale as on 01.09.1992. I cannot say my pay scale as on 01.09.1992, 01.09.1993, 01.09.1994 and 01.01.1995.” On per usual office statement, it appears that he conceal some facts regarding access payment of and withheld of increment. He is a statement not corroborated by documentary evidence. In his statement he conceals the fact of excess payment even then he was wage clerk.

21. Management’s witness (MW-4) Jitendra Singh asserted that “Shri Mohd. Idarish was working as Wage Clerk under my control. He was entrusted with the pay fixation of all workers.” According to Arvind Kumar Kapoor (MW-1), “he was demoted from Clerk Grade II to Clerk Grade III w.e.f. 21.01.1992. However subsequent punishment was modified by stopping one increment vide order dated 27.04.1992.” Defence of the workman is that, ‘he did not manipulate. He has no rights to change fixation order. It is liability of the accountant’ and also argued that, “therefore no possibility of at all that the pay fixation clerk had tampered with record while making fixation chart” (As per para 9 of written argument of the workman).

22. Standing order filed by the workman (which is marked at C-1) shows that, appeal is to be filed to General Manager or Chief General Manager against the Supdt. (Mines)/Manager. If competent authority project officer appeal lie to Director/Project/Director Technical. Moreover no record shows that, workman filed any appeal before any competent authority after passing the order of the disciplinary authority, which was rejected on the ground of “no appeal is filed”, in this way argument of workman is not sustainable. As per argument of workman, he was dismissing from his service only by payment of Provident Fund and rest of the retirement benefit was not given to him, this fact is not contradicted. It shows that, he is not paid gratuity as well as other retirement benefit even long service render by him with party no. 1.

23. On perusal of the record it appears (exhibit C-2 to C-5, which was filed by the workman) that letter dated 10.01.1990, (exhibit C-3), shows that, previously workman misappropriated an amount of Rs. 63,690/- from unpaid wages of workmen. On the basis of this charge, disciplinary authority Sub Area Manager demoted him from Clerk grade II to Clerk grade III as per letter dated 21.01.1992 which was modified by Sub Area Manager vide order dated 27.04.1992. (Exhibit C-4) It also appears that he did not mention any reason from modification of the punishment order. In my opinion same authority cannot be altered or modify his previous order without following proper procedure.

As far as present charge is concerned, it is also appears that, no second show cause notice was issued to the workman by the disciplinary authority before imposing punishment. Which deprived the workman his opportunity of representing against the enquiry report. In my opinion first charge sheet dated 10/01/1990 is more serious than the present charge sheet dated 30/12/2000, because in previous charge sheet, he played fraud with balance amount of unpaid wages of workers, but the present case, there is no clear cut evidence of manipulation of record. My humble opinion, disciplinary authority did not follow the basic rules of punishment so in my opinion in present case punishment of dismissal is not proper and justified.

24. Judging the present case with touchstones of principles laid down in the above case laws, my humble opinion is that, it appears that, he takes some benefits for extra wages, which he is not entitled. It also appears that, he is not in position to further work in WCL because he has completed the age of superannuation and he is also a patient of Ashthama and failing various diseases. It also appears that, he has family liability, but he is not entitled to reinstate in services with full back wages, because being a wage clerk he had knowledge for excess payment. Moreover, Accountant and Wage clerk has fiduciary relation. In this way, some extent he hurt to the faith of the management, which is based on belief and co-ordination of the subordinate. It is not possible for accountant or Finance Officer to check every entry of Salary bills.

I also observed that previous misconduct was more serious than present misconduct, but present punishment imposed to the workman is not consonant with present misconduct. It also appears that he is not in position to remain further in service, but in my humble opinion this punishment is to be change from ‘dismissal’ to ‘compulsory retirement’ with full retirement benefits. Hence, it is ordered;

ORDER

The action of the General Manager, WCL in dismissing Shri Mohd. Idarish Ansari, Clerk of Mahadeopuri Colliery from services w.e.f. 31.08.2001 is not legal and justified, so the punishment of dismissal is converted to compulsory retirement with full retirement benefits. The workman is not entitled any further relief. Management shall pay arrears of pensionary benefits within one month of the publication of the award and in default, workman entitled for six percent annual interest.

S. S. GARG, Presiding Officer

नई दिल्ली, 7 जनवरी, 2020

का.आ. 37.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या सीआर 65/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/76/2002-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 7th January, 2020

S.O. 37.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CR 65/2002) of the Cent.Govt.Indus.Tribunal-cum-Labour, Bangalore as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and their workmen, received by the Central Government on 06.01.2020.

[No. L-22012/76/2002-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 26TH DECEMBER 2019

PRESENT : JUSTICE SMT.RATNAKALA, Presiding Officer

CR 65/2002**I Party**

The Secretary,
FCI Loading and Unloading Workers Union,
No. 28, Raja Snow Building,
S.C. Road, Seshadripuram,
Bangalore - 560 020.

II Party

The Regional Manager,
Food Corporation of India,
10, P Kalinga Rao Road,
Mission Road,
Bangalore - 560 027.

Appearance

Advocate for I Party : Mr. K.T. Govinde Gowda

Advocate for II Party : Mr. K.S. Bheemaiah

AWARD

The Central Government vide OrderNo. L-22012/76/2002-IR(CM-II) dated 09.12.2002 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the demand of FCI loading and Unloading Workers Union claiming equal pay for equal work w.e.f. 01.11.1990 and re-introduction of monthly pay scale for DPS workers w.e.f. 01.09.2001 is justified? If so, to what relief the workmen are entitled?”

1. The claim of the 1st Party Union is,

The 2nd Party employs Handling and Transport Contractors in its Godowns and Railheads through Contractors, but the contractors are not implementing the benefits and various welfare measures stipulated under sec 16 of the Contract Labour Act, 1970; with the effort of the 1st Party the 2nd Party covered the contract employees under EPF Act and the Authorities allotted the EPF code and imposed certain conditions on the 2nd Party. But the Contractors failed to comply with the provisions of the EPF Act. The Hon'ble High Court of Karnataka in a Writ Petition filed by the 1st Party Union in W.P No. 3460/1986 declared that the Godown workers are the workmen of the 2nd Party and the said order has

become final. The Government of India abolished Contract Labour System in the 2nd Party w.e.f. 01.11.1990 by invoking sec 10 of the Contract Labour (Regulation and Abolition) Act, 1970 including the Godowns maintained by the 2nd Party. Thereafter extracted work through Workers Co-operative Society by appointing them as H&T Contractors for less wages; though these workers are working in par with regular employees they are not extended wages and benefits on par with regular employees. Subsequently they have treated the Godown workers as Direct Payment System workers from May 1996 under A.S.R.O rates which is a Minimum wage and equivalent to 1/5th of the eligible pay scale amount. The Apex Court vide its order dated 28.12.1998 directed the 2nd Party to pay salary at the rate payable to the regular employees, said order is implemented from January 1999 onwards. Consequent upon the judgment of the Apex Court in the matter of Steel Authority of India and others dated 30.08.2001 holding that, after prohibition of the contract labour concerned workmen do not automatically become employees of the principle employer and the workers have to approach the labour Union, Labour Court and Industrial Court for their absorption and regularisation, the 1st Party demanded the 2nd Party to treat the workers as their permanent employees and pay on par with the regular employees. 2nd Party terminated the services of some of the workers without settling their legitimate claims. The Godown workers are entitled retrospectively from the date of joining the duty for payment of monthly wages on basis of prohibition of Contract Labour System by the Government w.e.f. 01.11.1990, on the ground, that the 2nd Party had not registered under Sec 7 of the Contract Labour (Regulation & Abolition) Act 1970, and the contractors are also not obtained license under Sec 12 of the above Act; consequently there exists direct relationship of employer employee from the respective dates, the workmen joined duty in the 2nd Party Godowns and Railheads in K. R Puram, Whitefield, Unkal Hubli, K.R. Nagar and Nanjangoodu. They have discriminated between Regular Employees, Direct Payment System Workers, Contract Labours and Casuals. The discrimination and the disparity in their pay scale is in violation of the Fundamental Right guaranteed under Article 14 and 16 of the Constitution. The 1st Party workers are entitled for the pay scale w.e.f 01.11.1990 to 31.12.1997 and a revised pay scale from 01.01.1998 onwards given by the 2nd Party to the Sardar, Mandal, Handling workers and Ancillary worker. Now 2nd Party intend to introduce DPS as per their letter dated 27.09.2001 which is not permissible. They are liable to pay pay-scale wages and continue the monthly pay-scale from September 2001 onwards.

2. The counter case of the 2nd Party is,

In order to cater their enormous task, the FCI used to call tenders for appointing Private Contractors in respect of Loading and Unloading, Handling and Transportation of Foodgrains to the Godown for a period of 2 years upto 1991; after 1991 they encouraged their Labourers to form their own Co-operative Societies and has been awarding contracts to the Cooperative Societies. This policy was formulated to ensure that all the benefits as per the contract reach every member of the Co-operative Society and also to safeguard the interest and welfare of the workers. The 1st Party Union is also having such society, which is encouraged and brought into field by the 2nd Party.

It is further contended the Government of India has not issued notification for abolition of contract labour in FCI form 1965. Hence, there was no bar for FCI to get the work done through the contractor upto 01.11.1990. After the Government issued notification dated 01.11.1990 2nd Party stopped Contract Labour System. With regard to their demand of EDF benefits from 1965 to 1984-85. The union has filed a Writ Petition before the Hon'ble High Court and the matter has become sub-judice. With regard to their demand for ESI benefits they filed a Writ Petition, in the said petition 1st Party Union was directed to approach the Central Government for implementation of ESI Scheme in FCI and the Government has to issue notification under sec 1(5) of the Act extending the application of ESI Act to the FCI.

It is further contended that labourers employed by the contractors' right from 1985 are still continuing to work in view of introduction of Direct Payment System. The 2nd Party is exempted from the Karnataka Shops and Establishment Act, 1961 still they are extending the benefits to the workers under DPC Scheme like Sick Leave, National Holiday, Weekly Off, Gratuity, Provident Fund, First Aid Medical Facility, Compensation under Workmen Compensation Act, Ex-gratia in lieu of bonus and P.L.I as and when decided by the 2nd Party Management, Benevolent Fund, FCI Group Insurance Scheme. It is further pleaded, load handling workers working in five notified Depots of Karnataka Region were being paid wages at par with the Departmental Labourers in terms of interim orders of the Hon'ble Supreme Court. Subsequently by its judgment the Apex Court reversed judgment of the Hon'ble High Court in W.P No. 24485/1994; consequently the 2nd Party reverted the godown workers back to the same system of payment as was being granted to others workers under DPS in FCI; steps was contemplated to recover higher wages paid to them in accordance with the interim orders passed by the Apex Court. When they tendered the wages at DPC rates the workmen refused to receive the payment demanding continuation of earlier system of payment i.e. pay scales. Hence, the 2nd Party has credited the wages of the workmen in their Bank Accounts whenever possible. Notice is issued to the workers to collect their wages; while paying higher wages as per the interim order of the Hon'ble Supreme Court, undertaking was obtained from the individual labourers that the excess amount paid will be refunded in the event of final disposal of SLP in favour of FCI. The 2nd Party introduced DPS scheme to all the eligible labourers in the year 1996; DPS and pay scale status could be as valid as that of Mechanical Grade III and Mechanical Grade II etc., who are kept at different level though they are doing similar duties. Decision taken to extend the DPS labour system is not discriminatory and the same scheme is prevailing all over India and in entire South Zone. Under the DPS scheme workers are entitled for the security of tenure and

payment on the basis of the work performed by them, they get better wages for more work; even if there is no work they are entitled for minimum guaranteed wages.

3. To substantiate its claim the 1st Party examined its Secretary who clarified the demand as follows:

- i) To pay Equal pay for Equal work enshrined under Article 39 of the Constitution of India and the Equal Remuneration Act by extending the appropriate monthly pay-scale of pay, In other words the Scale of pay extended by the 2nd Party to its Group “D” Employees to the Handling workers and Ancillary workers who had worked / working in the 2nd Party Godowns at Krishnarajapuram, White Field in Bangalore, Unkal Hubli, K.R. Nagar and Nanjangoodu in Mysore District from 01.11.1990 and or date of joining by the respective workmen to the duty in the above Godowns irrespective of under DPS or Contract workers.
- ii) To withdraw the 2nd Party Circular No. IR(L)/8(20)98-Vol.IV dated 19/27.09.2001 and direct to pay wages on the basis of monthly pay-scale system from September, 2001 and continue to pay the same in future to all the works working in 2nd Party Godowns.

The documents produced by him are Ex W-1 the notification of the Central government Abolishing Contract Labour system in the 2nd Party, EX W-2 the Judgment passed by the Division Bench of the Hon'ble High Court upholding the judgment of the Learned Single Judge whereby direction was issued to the 2nd Party to regularise the services of the contract workers; Ex W-3 is the order dismissing the Special Leave Petition filed by the 2nd Party; Ex W-4 is the Gazette Notification of the Award passed by Industrial Tribunal, Tamil Nadu, whereby award was passed directing the Management to regulate the Contract Labourers engaged through the Co-operative Society; Ex W-5 is the inter office communication of the 2nd Party to revert the pay given to the Godown workers (as per the interim order passed by the Apex Court) in par with Departmental Labourers and to initiate for recovery of the higher wages paid.

During the cross examination he admits that during 1990 and 1996 wages used to be paid to the workers through the Society, from 1996 onwards after the introduction of DPS all labourers are receiving salary individually; they were getting Minimum wages under the supplementary agreement pertaining to the period 01.11.1990 to 1996 on introduction of DPS.

4. Rebuttal evidence was adduced by the 2nd Party through its Manager (General) Sh. B Ishwar Naik on 01.11.2013, his examination in chief evidence was deferred on request. Thereafter though tendered for cross examination 1st Party failed to cross examine him. In the given circumstance the cross examination was treated as Nil.

5. Subsequently 1st Party filed application seeking permission to cross examine MW-1; 2nd Party filed its objection to the said application; though time was granted on two occasions to submit argument on pending I.A, 1st Party did not avail the opportunity. Considering the fact that it is the reference of the year 2002, matter was closed and reserved for Award.

6. It is also from records that the 1st Party withdrew the claim vide memo dated 03.01.2005 stating that 1st Party is impleaded in Reference No. NTB-1/2003 before the National Industrial Tribunal, Mumbai; consequent upon the orders passed by the Apex Court in C.A Nos. 6013-15 and 6020-22/01 dated 25.11.2014. Acting on the said memo my learned predecessor rejected the reference as withdrawn. However, by filing a Miscellaneous application stating that the memo was filed under mistake that similar dispute is pending before the National Industrial Tribunal, Bombay, but after receiving the Award of the National Industrial Tribunal the 1st Party realised its mistake in filing the memo and sought to restore the reference proceedings. The miscellaneous application was contested; my learned predecessor observed that there was no semblance between the issue pending before the National Industrial Tribunal and the dispute referred to this Tribunal and thus the miscellaneous application came to be allowed and the proceedings was restored.

7. I find from the file the Photostat copy of the issue referred for adjudication before the National Tribunal was,

Whether the workers working under Direct Payment System, and the Management Committee System are entitled for the same pay and other benefits as are available to the departmentalised labours in various depots of FCI throughout the Country? If so, what benefits they are entitled to?

8. The dispute is said to be pending before the National Tribunal in NTB 01/2003. It can be safely presumed that any award that may be passed in the above case by National Industrial Tribunal will be binding on the Godown Workers working in the notified Godowns of the 2nd Party in our State. That takes away the question of wages on the principle of equal pay for equal work and reintroduction of monthly pay scale for DPS workers w.e.f 01.09.2001. Still the residue is the recovery contemplated by the 2nd Party vide its notification 19/27.09.2001. A perusal of the said notification would make out that the 2nd Party subsequent to the judgment of the Apex Court dated 30.08.2001 was given legal advice as follows:

- i) As far as the erstwhile contract labour of Karnataka involved in the SLPs before the Supreme Court are concerned, FCI can take steps to revert them back to the same system of payment as is being granted to other workers under the DPS in FCI.
- ii) Steps may also be initiated to recover the higher wages paid to them in accordance with the interim orders passed by the Supreme Court during the pendency of the petitions before the Supreme Court over and above the DPS rates.
- iii) As regards the contract labour involved in the petitions from Bombay are concerned, since the workers have already been brought over to the DPS they may be paid the wages prescribed for such employment.
- iv) Steps may be initiated to recover the excess payments made to them over and above the DPS rates as per the interim orders passed by the Supreme Court.

The FCI Regional Office at Karnataka and Maharashtra were directed to take action as per the advice given by the advocate and send the compliance Report to the Company's Head Quarters.

9. Apprehending the steps for recovery of the amount the 1st Party sought to reopen the case, as could be found from the records. In my considered opinion the issue for adjudication referred to National Tribunals takes over the issue referred to this Tribunal. Until adjudication of the Industrial Dispute by National Tribunal 2nd Party have to contain themselves from taking step as per the legal advice mentioned at Ex W-5. That is a letter addressed by the headquarters to the Regional Office dated 19/27.09.2001. It is admitted that so far no step is taken for recovery of excess payment. Still the apprehension of the 1st Party about the recovery of arrears consequent upon the disposal of SLP No. 16122-16131/1998 and C.A No. 5798-99/1998 cannot be ruled out as sceptical in view of Ex W-5. To that extent relief needs to be awarded in this reference.

AWARD

The reference is partly accepted.

The award that would be passed in National Industrial Tribunal, Bombay in No. 01/2003 shall be treated as the award in the present case. Until the publication of the award, 2nd Party shall not take any action for recovery of higher wages over and above DPS rates (paid to the 1st Party workmen) in accordance with the interim order passed by the Apex Court during the pendency of the Special Leave Petition No. 16122-16131/1998 and C.A No. 5798-99/1998.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 26th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 7 जनवरी, 2020

का.आ. 38.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, बैंगलूर के पंचाट (संदर्भ संख्या सीआर 148/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/228/2007-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 7th January, 2020

S.O. 38.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CR 148/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour, Bangalore as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and their workmen, received by the Central Government on 06.01.2020.

[No. L-22012/228/2007-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 20TH DECEMBER 2019**PRESENT** : JUSTICE SMT. RATNAKALA, Presiding Officer**CR 148/2007****I Party**Shri B.G. Varadaraju,
Since deceased by LR's

1. Smt. Muninagamma,
W/o Late B.G. Varadaraju
2. Sh. V. Murthy,
S/o Late B.G. Varadaraju
3. Sh. S.N. Sudhakar,
S/o Late B.G. Varadaraju
4. Sh. N.V. Deepak,
S/o Late B.G. Varadaraju
5. Sh. N.V. Murali,
S/o Late B.G. Varadaraju
6. Smt. N.V. Mamatha,
D/o Late B.G. Varadaraju
7. Sh. N.V. Kamlesh,
S/o Late B.G. Varadaraju
8. Kum. N.V. Divya,
D/o Late B.G. Varadaraju
9. Kum. N.V. Harshitha,
D/o Late B.G. Varadaraju

All are residing at
D. No. 236,
Nagoandanahalli Colony Main Road,
Immandahalli Post, White Field,
Bangalore - 560 066.

Appearance

Advocate for I Party : Mr. K T Govinde Gowda

Advocate for II Party : Mr. B L Sanjeev

AWARD

The Central Government vide Order No. L-22012/228/2007-IR(CM-II) dated 25.10.007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Food Corporation of India in dismissing Shri B.G. Varadaraju w.e.f 14.12.2001 is legal and justified? If not, to what relief is the workman entitled?”

1. The 1st Party workman had raised the Industrial Dispute but during the pendency of the proceeding since expired his legal heirs are brought on record. His claim against the 2nd Party is,

that from the year 1999 due to work hazard he suffered Nervousness, Skin allergy, Body pain and Muscle catch; he availed sick leave on various dates for his treatment. He had applied for sick leave along with Medical Certificate; during his sickness period without sanctioning the leave, 2nd Party terminated his services without issuing Charge Sheet and without conducting Enquiry vide order dated 14.12.2001; his request to the 2nd Party Officials to recall the order is not considered. His appeal also came to be rejected. His absence for the duty was not intentional but for Medical reasons. The action of the 2nd Party is illegal and irregular. The Preliminary Enquiry is treated by them as regular Enquiry which is impermissible. The Disciplinary Authority accepted the so-called findings of the Enquiry without there being actual Enquiry and inflicted the extreme punishment of Dismissal from service. He is unemployed and unable to maintain himself and his family. Subsequent to his death his legal heirs got the claim statement amended to the effect that his date of birth is 01.07.1962 and he would have attained superannuation on 01.07.2020.

2. The 2nd Party in their statement countered the claim thus,

1st Party while working as a Direct Payment System (DPS) worker in the 2nd Party remained unauthorisedly absent for 520 days from 01.01.1999 to 20.06.2001, without submitting leave application; a Memorandum dated 04.10.2001 was issued to the 1st Party, he did not receive the Memorandum and did not appear before the Enquiry Officer; again on 27.10.2001 another memo with Articles of Charges and a direction to appear on 15.11.2001 before the Enquiry Officer was sent through RPAD, same returned unserved with the endorsement 'always absent'. He was placed ex-parte and by completing Enquiry proceeding Enquiry Report was submitted by the Enquiry Officer. The Disciplinary Authority on going through the records and the Report of the Enquiry has imposed the penalty of removal from the service of the Corporation with immediate effect and passed the order dated 14.12.2001; the order was sent to him and was given liberty to prefer an appeal within 45 days. The punishment order is just, proper and commensurates with the gravity of the misconduct.

3. On the rival pleadings touching the procedure of the Domestic Enquiry a Preliminary Issue is raised, tried and adjudicated by holding the Domestic Enquiry as not fair and proper.

4. Thereafter no effort is made by the 2nd Party to justify their action. Despite sufficient time was granted, evidence was not adduced by the 2nd Party in support of their charge. In the given circumstance it is inevitable to hold that the action of the 2nd Party in dismissing the 1st Party workman from service w.e.f 14.12.2001 is not legal and not justified.

5. Since the workman is expired the only relief that can be moulded in his favour is monetary compensation at the rate of 90% of back wages from the date of dismissal till the date of his death i.e. 27.07.2012 payable to his Wife Smt. Muninagamma.

AWARD

The reference is accepted.

The action of the Management of Food Corporation of India in dismissing Sh. B.G. Varadaraj w.e.f 14.12.2001 is not legal and not justified.

The 2nd Party is directed to pay monetary compensation in a lump sum equivalent to 90% of the wages the workman would have earned between the date of his dismissal from 14.12.2001 to the date of his death on 27.07.2012 to Smt. Muninagamma.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 39.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 42/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 प्राप्त हुआ था।

[सं. एल-12012/04/2008-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 39.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2008) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 08.01.2020.

[No. L-12012/04/2008-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 20TH DECEMBER 2019

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 42/2008

I Party

Sh. K. Nagireddy ,
S/o. Sri. K. Shivareddy,
Devanur Main Road,
Devanna Complex,
Tumkur, Tumkur Distt.

II Party

The General Manager (P),
State Bank Of India, Zonal Office,
Church Street, St. Marks Road,
P.B. No. 5014,
Bengaluru – 560001

Appearance :

Advocate for I Party : Mr. B D Kuttappa

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No. L-12012/04/2008-IR(B-I) dated 04.04.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of State Bank of India, Bangalore in dismissing Sri K. Nagireddy S/o S. Shivareddy, Ex-Sr. Assistant w.e.f. 16.02.2006, is legal and justified? If not, to what relief the concerned workman is entitled?”

1. The 1st Party herein / the former employee of the 2nd Party, who has been dismissed from service claims that, he joined service on 04.02.1983 as Messenger and was subsequently promoted to Clerical Cadre. He was issued Charge Sheet dated 31.01.2005 on certain allegations; Domestic Enquiry was initiated, without providing necessary opportunity the Enquiry Officer submitted a biased and perverse finding. He was not provided with reasonable opportunity to have his say to the enquiry findings. The Disciplinary Authority without considering various contentions raised by him, without giving any reasons, mechanically adopted Management's version and passed the order of dismissal. The Appellate Authority also did not consider his defence; the order of dismissal is liable to said aside. He is unemployed and finding difficulty to maintain his family.
2. The 2nd Party in their statement justified the Disciplinary Action taken by them against the workman.
3. On the rival contentions touching the fairness of the procedure adopted during the Domestic Enquiry, a Preliminary Issue was raised, tried and adjudicated by holding the enquiry as not fair and proper.
4. Thereafter though opportunity given the 2nd Party did not come forward to substantiate their charges against the workman afresh before this Tribunal. In the given circumstance it is inevitable to answer the referred issue that the action of the management in dismissing the workman w.e.f 16.02.2006 is not legal and not justified.
5. The workman superannuated long back, hence there is no question of reinstatement.
6. However, since the Disciplinary Action taken against him since held not legal and not justified, 2nd Party has to compensate the workman with monetary benefits equivalent to the salary and terminal benefits which he would have earned if he had continued in service up to his superannuation.

AWARD

The reference is accepted.

The action of the management of State Bank of India, Bangalore in dismissing the 1st Party workman Sri. K. Nagireddy S/o. S. Shivareddy, Ex-Sr. Assistant w.e.f 16.02.2006 is not legal and not justified, hence set aside.

The 2nd Party / Bank is directed to treat the workman as on duty from the date of his dismissal to the date of his superannuation and pay the workman 80% of his Back wages with terminal benefits.

(Dictated to EPFO (SSA), transcribed by him, corrected and signed by me on 20th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 40.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 23/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 प्राप्त हुआ था।

[सं. एल-12012/177/2005-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 40.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 08.01.2020.

[No. L-12012/177/2005-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 27TH DECEMBER 2019

PRESENT: JUSTICE SMT. RATNAKALA, Presiding Officer

CR 23/2006**I Party**

The Vice-President,
The Mysore Division General Labour Association,
376/A, Swimming Pool Road,
13th Main, Saraswathipuram,
MYSORE – 570009.

II Party

The General Manager (P),
State Bank of India, Zonal Office,
No.65, St. Mark's Road,
BANGALORE – 560001.

Appearance :

Advocate for I Party : Mr. S. Ramesh

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No. L-12012/177/2005-IR(B-I) dated 23.05.2006 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of State Bank of India in imposing the punishment of ‘Stoppage of Five increments with Cumulative effect’ on Smt. K.M. Bhagya, Cashier/Clerk, State Bank of India is legal and justified? If not, to what relief she is entitled and from which date?”

1. The 1st Party Union has espoused the cause of the employee of the 2nd party, Smt. K.M. Bhagya who is punished by imposing stoppage of five increments with cumulative effect as a measure of Disciplinary Action. The workman while working as Clerk / Cashier, was issued Charge Sheet dated 27.02.1997, which was followed by Domestic Enquiry. On conclusion of Enquiry, the Enquiry Officer submitted his report holding the Charge 2 as partly proved. Acting on the enquiry report the punishment is imposed on the workman by the Disciplinary Authority.
2. The claim of the Union before this Tribunal is, the Enquiry Officer was totally biased and deprived her of fair opportunity and the enquiry was one sided, opposed to principles of natural justice. The Enquiry Officer's finding is perverse without considering various defence, without giving personal hearing, to the workman and without application of mind.
3. The 2nd Party justified their action in their statement. Though, the 1st Party had challenged the fairness of the Domestic Enquiry vide submission dated 28.05.2019 the Union gave up its challenge to the validity of the Domestic Enquiry. In that view of the matter, the Preliminary Issue which was raised in respect of the validity of Domestic Enquiry was answered, by upholding the fairness of the Domestic Enquiry.
4. Written argument is submitted on the merits of the case by 1st Party Union along with Certified Copy of the Death Certificate of the 1st Party workman Smt. K.M. Bhagya. Accordingly, she expired on 09.03.2019 at Mysore.

Oral Argument is advanced by the Sh. R.U for the 2nd Party.

5. Perused the records; in fact, as per the Charge Sheet allegation, the 1st Party workman was alleged of two misconduct. After a full-fledged enquiry, the Enquiry Officer while bailing out the workman of the first charge, recorded his finding on second charge thus :

"I therefore hold the charge II is proved to the extent that CSE brought pressure on the AGM through her Husband and accordingly conclude that the charge is proved partly".

The Disciplinary Authority while marking the Enquiry Report to the workman afforded her a personal hearing and fixed the date, time and venue of the said hearing. The workman submitted her remarks in writing to the Enquiry Report and sought for permission to be represented by a Senior Citizen at the time of personal hearing, but same was not entertained. Personal hearing was held on 09.07.2001 and during the said hearing she was informed as to how the Disciplinary Authority differed with the findings of the Enquiry Officer, on the charges the workman submitted her written representation. They proposed the punishment of discharge from service without notice, for which the workman submitted another representation. The Disciplinary Authority by reappraisal of evidentiary material rendered during the Domestic Enquiry recorded that, both the charges are proved and proposed reduction of the scale of pay with the salary being brought down to the lowest stage. The Appellate Authority reconsidered the punishment as a very special case and ordered for stoppage of five increments with cumulative effect.

6. Without touching the merits of the allegation held proved by the Disciplinary Authority what catches my attention is, while marking the Enquiry Report to the workman for her response, the reasons on what ground they are disagreeing with the Enquiry Report and reasoning of the Disciplinary Authority for holding the charges proved against her was not disclosed to her until the personal hearing.

7. The larger Bench of the Apex Court in *Punjab National Bank and Ors. The ... vs Sh. Kunj Behari Misra*, Civil Appeal No. 7433 of 1995 DD 19.08.1998 laid down that:

'The result of the aforesaid discussion would be that the principles of natural justice have to be read into Regulation 7(2). As a result thereof whenever the disciplinary authority disagrees with the inquiry authority on any article of charge then before it records its own findings on such charge, it must record its tentative reasons for such disagreement and give to the delinquent officer an opportunity to represent before it records its findings. The report of the inquiry officer containing its findings will have to be conveyed and the delinquent officer will have an opportunity to persuade the disciplinary authority to accept the favourable conclusion of the inquiry officer. The principles of natural justice, as we have already observed, require the authority, which has to take a final decision and can impose a penalty, to give an opportunity to the officer charged of misconduct to file a representation before the disciplinary authority records its findings on the charges framed against the officer'.

The above principle was followed in the later judgment of [‘S.P. Malhotra V. Punjab National Bank and others’ in Civil Appeal No. 5128 OF 2013 DD 04.07.2013, 2014 \(9\) TMI 40.](#)

8. From the available records, I do not find any such notice of disagreement being issued to the workman beforehand. It is for the first time during the personal hearing, she was apprised of disagreement to the Enquiry Report. Mere oral communication of disagreement is not a substitute for notice of disagreement with supporting reasons for such disagreement. In the claim statement it was alleged that, the Disciplinary Authority did not seek the explanation of the 1st Party before differing from the findings of the Enquiry Officer and without following the procedure has imposed the extreme punishment of '*reduction of the scale of pay with the salary being brought down to the lowest stage*'.

There is merit in the claim of the 1st Party, since the punishment order has financial implication throughout the service of the workman it is a major punishment which is passed on the finding of guilt on both charges said finding is against the established procedure and in violation of principles of natural justice, same is vitiated. The Appellate Authority though reduced the punishment order by stoppage of five increments with cumulative effect, said order is also based on the finding of the Disciplinary Authority that both charges are proved.

9. On a reading of the order of the Appellate Authority it appears that, the order of the Disciplinary Authority though was found in order considering the immediate reduction in the take home salary and the financial difficulties caused (to the CSE), the punishment of stoppage of five increments with cumulative effect was ordered. This order did not disagree with the punishment order passed by the Disciplinary Authority but was passed purely on humanitarian grounds. The order of the Appellate Authority does not indicate independent assessment of the material. Hence, said order cannot be endorsed as legal. In the net, the orders of the Disciplinary Authority and the Appellate Authority cannot be held as legal and justified. Consequently the 2nd Party shall release the difference of salary withheld consequent upon the order of the Appellate Authority dated 29.09.2001.

AWARD

The reference is accepted

The punishment imposed by the Disciplinary Authority which is reduced by Appellate Authority of 2nd Bank on 1st Party workman Smt. K.M. Bhagya is not legal.

The 2nd Party/Management of SBI is directed to release the salary that is withheld consequent upon the punishment order of imposition of stoppage of five increment with cumulative effect on Smt. K.M. Bhagya Cashier/ Clerk.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 27th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 41.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 01/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 प्राप्त हुआ था।

[सं. एल-12011/28/2007-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 41.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2008) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 08.01.2020.

[No. L-12011/28/2007-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 24TH DECEMBER 2019**PRESENT :** JUSTICE SMT. RATNAKALA, Presiding Officer**CR 01/2008****I Party**

The Regional Secretary,
State Banks' Staff Union,
P.B. No. 98, State Bank of India,
Zonal Office, T.S. Complex,
Keshwapur,
Hubli - 580 023.

II Party

The Deputy General Manager,
State Bank of India,
Zonal Office, Sholapur Road,
Keshwapur,
Hubli - 580 023.

Appearance

Advocate for I Party : Mr. B D Kuttappa

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No. L-12011/28/2007-IR(B-I) dated 07.01.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the recovery of 25% of the salary for a period of 10 years from Smt. Prabhavathi R. Rayannavar by the management of State Bank of India, is legal and justified? If not, what relief the workman is entitled to?”

1. The 1st Party Trade Union has espoused the cause of Smt. Prabhavathi R Rayannavar who is presently working as Award Staff under the 2nd Party. The fact is, late husband of the 1st Party workman namely Sh. Rajendra S Rayannavar, was appointed by the 2nd Party from June 1990 to May 1992 as Field Officer, and was looking after advances portfolio in the Branch. On allegation of irregularities committed during the course of his duty while working at Chincholi Branch, he was issued Charge Sheet dated 25.03.1994. But before logical conclusion of the Disciplinary Action he expired on 30.03.1994 in a road accident. Consequent upon his death his wife / workman herein submitted an application to consider her for appointment on Compassionate grounds. The 2nd Party Bank considered her request in terms of the Scheme of Appointment on Compassionate Ground. After getting approval from Government of India, she was appointed in the Clerical Cadre. Her appointment was subject to the condition that the loss suffered by the Bank would be recovered at 25% of her monthly pay and allowance for a period of 10 years and the balance of loss if any, left at the end of 10 years will be waived by the Bank and the said condition is already complied. Now the 1st Party contends that the condition set out in the letter of her appointment for recovery of 25% of her monthly pay and allowances for a period of 10 years is illegal; the irregularities alleged to have been committed by her late husband was not proved till his death. They could have proceeded against late Sh. Rajendra Rayannavar by recovering employees' portion of the Provident Fund which was not done; except for issuing charge sheet there was no other Report against her deceased husband for misappropriation of amount to the extent of Rs. 3,71,491/-. The very purpose of appointment on Compassionate Ground is defeated because of the recovery of 25% of her salary and allowances. On 16.08.1999 the Deputy General Manager, Hubli wrote to General Manager recommending to take lenient view and waive the recovery from her salary; on 19.08.1999 the Circle Development Officer had addressed a letter to the Deputy General Manager, Zonal Office, Hubli expressing inability to waive the recovery and in view of the hardship of the family, approval was obtained from Government of India for her Compassionate appointment with a condition of recovery from her salary. On 04.10.1999 the Branch Manager, Chincholi Branch addressed a letter to Chief Manager (Personnel and HRD) admitting that there is no irregular account in the name of late Rayannavar; vide another letter dated 12.01.2000 he has stated that there is no involvement of the Official with regard to the irregularities in various accounts. The Deputy Manager has written that there is no irregular loan account in the Branch involving the deceased employee. The action of the Bank in recovering the amount from the salary and allowances of the 1st Party workman is not justified. She is the only earning member of the family and the recovery is illegal. The 2nd Party has recovered Rs. 1,84,406.55 from her salary between 15.04.1996 to 31.03.2006.

2. The counter of the 2nd Party to the above claim is, the amount recovered from her salary and allowances is adjusted towards the loss suffered by the Bank; her deceased husband was punished for misconduct on earlier three

occasions; the Scheme disqualifies an application for compassionate appointment in case of blemished service. The Bank considered her case sympathetically and recommended to the Government of India for her compassionate appointment in terms of the Scheme of the Bank by invoking Para 5(d) of Scheme. Since, charges under the Charge Sheet dated 29.03.1994 stood abated while approving compassionate appointment the Ministry imposed the above said condition of recovery; she is appointed in the Clerical Cadre with the said condition and she has accepted the same without any demur. She has raised the dispute after a lapse of 10 years. Without the Central Government being made party, the dispute cannot be adjudicated since the Bank has acted in accordance with the terms of her appointment, now she is working as an Assistant Manager on promotion w.e.f 12.08.2009 in the Bank attached to State of India, Gokak Agricultural Bank. Her grievance ceases to be an Industrial Dispute on her assuming the role of an Officer; what is recovered is less than the loss caused to the Bank; the short fall is waived in terms of the Central Government directive.

3. To sustain and justify their action, 2nd Party adduced evidence of their Chief Manager who reiterated the stand of the 2nd Party. Among other things he produced the application submitted by the workman in the prescribed form for appointment on compassionate ground, Scheme of appointment on compassionate ground, appointment order and her recent salary slip. During the course of cross examination, he states that no action is taken by the Bank for recovery of the amount alleged to have been misappropriated from his P.F and Gratuity amount or directly from the 1st Party workman.

The workman during her rebuttal evidence among other things produced charge sheet issued to her deceased husband. During the cross examination she admits that while according permission for her compassionate appointment the Central Government has put a condition that Rs. 3,71,491/- alleged to have been misappropriated by her husband should be deducted at 25% of the salary payable to her; no one brought pressure on her to accept the condition; the recovery stopped after completion of 10 years of her service.

4. Apparently the dispute is raised after the recovery is stopped. The Scheme for appointment on Compassionate ground / Ex M-4, at clause 5(d), contemplates

'In cases where Disciplinary Action had been taken against the employee or Disciplinary proceedings were pending or contemplated against him/her, appointment of a dependent on compassionate ground may be considered only after obtaining prior Government concurrence'.

The permission accorded by the Central Government (Ex M-5) reads thus:

'I am directed to refer to you bank's letter No. ADM/4/13/26988 dated 10.1.95 on the above mentioned subject and to convey the approval of the Government for the proposal of the bank for appointment of Smt. Prabhavati, W/o late Rajendra S. Rayannavar in the clerical cadre of the bank on compassionate grounds, subject to the condition that the loss, if any, suffered by the bank and established would be recovered @25% of her monthly pay and allowance for a period of 10 years and the balance of loss, if any, left at the end of 10 years, will be waived by the bank'.

Thus, it is clear the losses suffered by the Bank due to the irregularities committed by the deceased was to be established for recovering the 25% of the monthly pay and allowance of the workman for 10 years.

6. It is not the case of the 2nd Party that the loss suffered by the Bank is established and no office order appears to have been passed assessing the financial loss suffered and the workman was not notified about the alleged quantification of the losses suffered. Ex M-5 does not impose a precondition for recovery of the loss, the language used is *the loss, if any suffered by the Bank and established*. Mere issue of charge sheet to an employee / workman does not presuppose his/her complicity in the alleged misconduct unless and until those charges are proved in accordance with the established procedure by conducting Departmental Enquiry. The 1st Party workman being a widow having responsibility to maintain the family was at the receiving end when she was informed by the 2nd Party vide Annexure Ex M-6 that *the Bank is agreeable to consider her application subject to the condition that the loss suffered by the Bank on account of irregularities alleged to have been committed..... would be recovered at 25% of monthly pay and allowances payable..... for a period of 10 years*.

The acceptance given by the workman cannot be imagined as given out of free will and volition. It is not the case of either of the parties that the approval accorded by the Central Government was communicated to the workman to let her know the nature of the condition. The workman has endorsed her consent on the offer for appointment at Ex M-6 indicating that she was not given space to ponder over the condition the Bank was contemplating. While Ex M-6 is dated 11.03.1996, the appointment order is issued on 15.04.1996 there is not even a spell about the contemplated recovery from her future salary. In the given circumstance it can be safely said that the recovery of salary was not the condition of her appointment to the post of Assistant (Accounts / Cash). The consent given by her at Ex M-6 was not out of her own, since her appointment on compassionate ground was used as a bait for future recovery. What is interesting is the quantum of the alleged financial loss caused to the Bank due to the irregularities committed by Sh. R.S Rayannavar is not mentioned at Ex M-6, the 1st Party appears to have been kept in dark about the dues. Hence, the recovery of 25% of

salary and allowance caused on the basis of the so-called consent given by the workman at Ex M-6 is unilateral and not legal.

7. Now it is contended for the 2nd Party that her husband did not fall under the category of workman and now she is promoted to the Officer grade post and no Industrial Dispute in the nature contemplated by sec 2(k) of 'the Act' is available for adjudication. But this contention is misconceived; we are not concerned about the post held by the deceased official Sh. R.S Rayannavar. The entire recovery is made from the salary of his wife while she was working in a workman cadre post, her subsequent promotion as an officer have no effect on the Industrial Dispute referred to this Tribunal for adjudication.

8. It is also a fact to be noted that in respect of the alleged financial loss of Rs. 3,71,491/- within a span of 10 years they recovered Rs. 1,84,406.55. After the recovery period the Union has raised the dispute. Now the prayer is for refund of the said amount along with interest calculated at Rs. 2,36,794/- but such demand cannot be endorsed having regard to the delay in raising the dispute. While the recovery stopped on 31.03.2006 the dispute is referred to this Tribunal on 07.01.2008. There is no valid reason for her demand for interest. In the nut,

AWARD

The reference is accepted

The recovery of 25% of salary for a period of 10 years from Smt. Prabhavathi R. Rayannavar by the management of State bank of India, is not legal and not justified.

The 2nd Party Bank is directed to refund Rs. 1,84,406.55 recovered from her salary and allowance within 60 days of publication of the Award otherwise the amount shall carry interest at the rate of 6% per annum.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 24th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 42.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रगती ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 36/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/15/2009-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 42.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Pragati Grameen Bank and their workmen, received by the Central Government on 08.01.2020.

[No. L-12012/15/2009-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 24th DECEMBER 2019

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 36/2009

I Party

Sh. S. Chandranna,
R/o Hanagal, Molakmur Taluk,
District
CHITRADURGA – 577501.

II Party

The Chairman,
Pragathi Grameen Bank,
Head Office,
Post Box No. 55, Gandhinagar
Bellary – 583103.

Appearance :

Advocate for I Party : Mr. S.T. Sathish Naik

Advocate for II Party : Mr. N. Srinivas Rao

AWARD

The Central Government vide Order No. L-12012/15/2009-IR(B-I) dated 07.07.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Pragathi Grameena Bank in terminating services of Sh. S. Chandranna, is legal and justified? If not, to what relief is the workman concerned entitled?”

1. The 1st Party workman is the former employee of the 2nd Party Bank who is removed from service as a measure of Disciplinary Action, on certain allegations made against him came to be proved during the Domestic Enquiry.

His claim before this Tribunal is,

he was appointed as a Messenger cum Sweeper on 07.05.1997 and he was placed under suspension w.e.f 06.08.2005 and a charge memo was issued alleging fraudulent withdrawal from the SB Account of a Customer. The Enquiry was concluded on the ground that, he had admitted his misconduct unconditionally; in fact, an impression was given to him that the Departmental Enquiry will be dropped and he will be reinstated to his original post with imposition of minor penalty if he admits the allegation unconditionally. Believing the promise made by the 2nd Party, he signed in the Blank Paper and the same is made use of. Alleged admission letter was secured under threat and coercion; there is no written complaint against him for the alleged misconduct, on the date of issue of charge memo dated 13.08.2005 and he has remitted the alleged amount of Rs. 2,334/- on 11.02.2005. He had denied the allegations to the charge memo; satisfied by his reply he was reinstated and was transferred to Obalapura Branch on 19.09.2005; during the Departmental Enquiry he was denied reasonable opportunity. The Report drawn by the Enquiry Authority is perverse and lacks acceptable legal evidence; he had submitted his remarks to the Enquiry Report. The Disciplinary Authority has relied on the alleged confession statement without appreciating the legal contentions put forward by him and dismissed him from service vide order dated 02.05.2007. The punishment is harsh, excessive and grossly out of proportion. His appeal is not disposed of by the Appellate Authority.

2. The 2nd Party in their statement justified their action and would contend that the punishment is just and appropriate. It is also contended that, the Customer had orally complained to the Manager about the discrepancies in their Account, when enquired by the Manager he had admitted the misconduct and remitted Rs. 2,334/- to the SB A/c No. 2409 on 11.02.2005. He had addressed a letter dated 11.02.2005 to the Branch Manager admitting misappropriation of Customers Money. He has misappropriated customer's money for his personal use and betrayed the trust imposed on him by the customers and the 2nd Party.

3. On the rival pleadings by the parties about the validity of the Domestic Enquiry a Preliminary Issue was tried and adjudicated by upholding its validity.

4. The workman has adduced evidence stating that after dismissal he is not gainfully employed despite his effort.

He has produced Carbon Copy of the letter dated 19.09.2005 marked as Ex W-2 addressed by him to the 2nd Party stating that, he had no intention to misappropriate the amount but delayed to credit the amount; he has mentioned in the said letter that, the amount was to be credited in the Pass Book and also made entries in the Balance Sheet pertaining to the SB A/c and he regrets for the same; the customer has no complaint against him. He has produced Photostat copy of another letter dated 08.06.2007 marked as Ex W-5 addressed to the 2nd Party wherein he had categorically denied the allegation of receiving the amount from Smt. Ratnamma the Representative of the Dhanalaxmi Self-help Group.

5. Both parties have submitted their argument in writing.

6. The gist of the allegation against the workman is,

he received Rs. 1,890/- on 29.12.2003 and Rs. 444/- on 19.07.2004 from Smt. Ratnamma, a member of Dhanalaxmi Self-help Group A/c No. 2409 for the credit of her Account at Hanagal Branch; without remitting the amount he has made fictitious entries in SB Pass Book of the Account Holder as if amount is actually credited; he made alterations in the SB ledger sheet to make it appear that SB Head are tallied. He remitted the amount of Rs. 2,334/- on 11.02.2005. Thus, temporarily misappropriated the amounts, tampered the Books of Accounts, made fictitious entry in the Pass Book and tarnished the image of the Bank.

7. During the enquiry four witnesses were examined for the prosecution. MW-1 was the Manager of the Branch at the relevant point of time, he had deposed that the CSE had written the confession statement MEX-26 in his own

handwriting and there was no pressure on him to submit the same. He produced a statement given by the CSE on 11.02.2005 admitting that he had utilised the amount of Rs. 1,890/- plus Rs. 444/- received from the customer and had made credit entries in the Pass Book and tampered the ledger sheet and Balancing Book. He credited the said amount of Rs. 2334/- on 11.02.2005.

MW-2 is the Investigating Officer who had recorded the confession statement of the CSE and the said statement was marked as MEX-2; MW-3 was the Clerk cum Cashier of the Branch at whose instruction CSE had done balancing and made entries in the Pass Book; MW-4 is the Handwriting Expert who had submitting his Report MEX-21. He compared the specimen signature of CSE with the questioned signature and opined that the questioned signature and the specimen signature are made by the same person / CSE. He also opined that the alleged original letter MEX-26 (the Carbon Copy of the same is produced by the 1st Party) is by the 1st Party workman.

8. The Enquiry Officer has gone on analysing the evidence adduced by each of the witnesses and has noticed that the defence did not adduce rebuttal evidence denying the deposition of MW-1 and did not dispute his letter MEX-2. On a thread bare analysis of the evidence he has found the CSE guilty of the charges. The misconduct of the workman was not only admitted during the enquiry itself but also proved by independent evidence.

9. Before this Tribunal he has raised two legal contentions that,

- i) there is no complaint against him by the customer.
- ii) as on the date of issue of articles of charge the amount since had already been credited to the Account of the Customer, alleged misconduct did not survive.

Of course, there was no written complaint by the customer but MW-1 has categorically deposed before the Enquiry Officer about the oral complaint received by him from the customer. Subsequent credit of the misappropriated amount will not absolve the workman from the misconduct of misappropriation and tampering the records. It is also to be noted that he had not submitted his remarks to the Enquiry Report. Now he is offering clumsy reasons for not responding to the opportunity offered by the Disciplinary Authority to make his submission on the Enquiry Report. The Disciplinary Authority however after giving personal hearing has acted upon the Enquiry Report and passed the punishment order of removal from service which shall not be a disqualification for future employment. The punishment order has not seized the career opportunities for the workman. The punishment cannot be attributed with harshness or excessiveness. It commensurates with the gravity of the charge proved. Though the punishment order is not a detailed one, since same is founded on the Enquiry Report which I find neither arbitrary nor perverse there is nothing to find fault with the punishment order.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 24th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 43.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटका ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 02/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 को प्राप्त हुआ था।

[सं. एल-12025/01/2020-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 43.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Karnataka Gramin Bank and their workmen, received by the Central Government on 08.01.2020.

[No. L-12025/01/2020-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 17TH December 2019**PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer****ID NO. 02/2015****I Party**

Sh. N. Anjaneya,
S/o N Nagarajappa,
C/o S Annagowdara Jayappa,
Nittur (Post),
Harihara Taluk,
DAVANGERE – 577 530.

II Party

1. The Manager, Karnataka Gramin Bank, Kumbalur Branch, Kumbalur (TQ), Harihara, Davangere – 577530.
2. Chairman, Karnataka Gramin Bank, Head Office, P.B. No. 55, Sangankal Road, Gandhinagar, BELLARY – 583 103.

Appearance

Advocate for I Party : Mr. A.V. Srinivas

Advocate for I Party : Mr. B.C. Prabhakar

AWARD

1. It is an Industrial Dispute raised by an Individual Workman Under Section 2-A of the Industrial Dispute Act 1947 against his employer Pargathi Krishna Gramin Bank which now on amalgamation is Karnataka Gramin Bank.

Case of the 1st party workman is,

he joined the service of the Pragathi Krishna Gramin Bank on 06.08.1998 as Daily wager. He was entrusted with the work of cleaning, providing water, ledger books etc. He was a matriculate and was doing the works of entry in the pass books, ledgers, tappal entry, writing Challan, bringing cash from the safe to cash counter and vice-versa, escort to cash remittance and discounts, cheque book issuing, slip bundling, accompanying Manager and Staff for filed visits. He was assured of permanent post in the due course but when there was a permanent post of Messenger Cum Sweeper during 2010 in the Branch, they engaged another person in the said post. To pursue appointment of daily wagers as permanent employees along with other daily wagers he formed a Trade Union namely Pragathi Gramin Bank Daily Wagers Workers Union. The Trade Union raised Dispute against the 2nd Party seeking regularisation of Daily wagers but the Conciliation before the ALC (Central), Hubli failed and the dispute is referred to this Tribunal and is pending adjudication in CR 22/2013. With a view to victimise the workman for his trade union activities the 2nd Party refused employment w.e.f 28.07.2013, without prior notice or compensation. He has worked continuously for 15 years with the 2nd Party till the date of his termination. The action of the 2nd Party is illegal; his services could not have been terminated without giving him a notice of one month or wages in lieu of the notice and retrenchment compensation for service rendered by him. He has no other source of livelihood.

2. The 2nd Party countered the claim, they engage Coolies occasionally for doing menial works in the Branches; their engagement is only for few hours depending on the requirement of the day for the works of cleaning, sweeping and watering. The 1st Party is one such coolie engaged for cleaning, sweeping and watering work; his work is not regular; they do not engage daily wagers, coolie charges is paid proportionately depending on the number of hours worked by the person engaged. For engaging such coolies, they need not fulfil the conditions with regard to the education or age.

He approached the Bank on 28.07.2013, since there was no requirement he was not engaged. His engagement was not through Employment Exchange and he has not competed with other eligible candidates. The allegations made in the claim statements are denied.

3. Both parties have adduced their side of evidence. The Senior Manager of the 2nd Party was their witness and the 1st Party workman adduced rebuttal evidence. Both have reiterated their stands as pleaded in their respective statements.

MW1 / Senior Manager of the 2nd Party during the course of the cross-examination admitted that, presently the workman is serving the 2nd Party, consequent upon a Tripartite Settlement between the parties and he is a concerned workman in CR 22/2013 where the issue is regularisation of servicers of the casual workman.

The 1st Party to substantiate his claim produced the documentary evidence (Ex W-1 to Ex W-19). Vital among them are the Certified Copies pertaining to a dispute raised by him before the Gratuity Authorities, Cash Receipt Vouchers and the copy of the Tripartite Settlement (Ex W-19).

4. The Tripartite Settlement dated 21.11.2016 was between the Pragathi Krishna Gramin Bank Naukara Okuta and the Management of the Paragathi Krishna Gramin Bank. As per the terms of the Settlement, the Management agreed to enrol the servicers of the 1st Party workman along with seven others who were earlier called as coolies and they would report to the respective Branches on or before 25.11.2016. Under the very same Settlement, it was also agreed between the parties to continue the present Industrial Dispute. The Management have agreed not to proceed with the Gratuity case pending before the ALC (Central) and the controlling Authority under the payment of Gratuity Act 1972 Since the Management agreed to provide work in terms of settlement.

Another important terms of Settlement under Ex W-19 was,

“8. Both the parties agreed to incorporate circular No. 131/2016-2017 dated 25.10.2016 with regard to engaging of casual workers by branches / offices as part of this settlement which contains the maintenance of attendance register for casual workers, extending the benefits of PF, Bonus and other statutory benefits to the casual workers w.e.f. 02.11.2016 and rename the ‘coolies’ as ‘casual workers’.”

5. The identity of the 1st Party workman not disputed, the 2nd Party by their own action i.e., entering into Settlement, vide annexure W-19 have agreed to recognise the 1st Party workman as casual worker and extend all the statutory benefits w.e.f 02.11.2016. As per the submission at the Bar, consequent upon the Settlement the 2nd Party took him on duty and he is serving from 21.11.2016 that being so no Industrial Dispute contemplated Under Section 2-A of the ID Act ensues between the Parties and no relief in exercise of jurisdiction under Section 11-A of the industrial Dispute Act, 1947 is warranted by way of Award.

AWARD

The petition filed by the 1st Party workman Sh. N Anjaneya, under Section 2-A of the Industrial Dispute Act, 1947 for reinstatement to his original post is dismissed.

(Dictated to o/s L D C, transcribed by her, corrected and signed by me on 17th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 44.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटका ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट (संदर्भ संख्या 05/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 को प्राप्त हुआ था।

[सं. एल-12025/01/2020-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 44.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Karnataka Gramin Bank and their workmen, received by the Central Government on 08.01.2020.

[No. L-12025/01/2020-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 17TH December 2019**PRESENT : JUSTICE SMT. RATNAKALA**, Presiding Officer**ID No. 05/2014****I Party**

Sh. Thippeswamy H.,
S/o Sh. H. Anjanappa,
R/at 4th Ward,
Near Ramulu Temple,
Nelludi Kottal Village and Post,
Bellary Taluk and
District - 583 113.

II Party

The Chairman,
Karnataka Gramin Bank,
Head Office, P.B. No. 55,
Sangankal Road, Gandhinagar,
BELLARY – 583 103.

Appearance

Advocate for I Party : Mr. A.V. Srinivas

Advocate for I Party : Mr. B.C. Prabhakar

AWARD

1. It is an Industrial Dispute raised by an Individual Workman Under Section 2-A of the Industrial Dispute Act, 1947 against his Employer / Pargathi Gramin Bank which now on amalgamation is Karnataka Gramin Bank.

Case of the 1st party workman is,

he joined the service of the erst while Tungabhadra Gramin Bank on 01.01.2004 as temporary employee on daily wage basis and worked in various Branches. It was a Regional Rural Bank established by Government of India and was notified by the Reserve Bank; vide notification dated 12.09.2005, Chitradurga Gramin Bank, Kolar Gramin Bank, Sahyadri Gramin Bank amalgamated with Tungabhadra Gramin Bank, consequently Pragathi Gramin Bank came into existence w.e.f 12.09.2005 and is sponsored by Canara Bank. The services of the permanent and temporary employees in Tungabhadra Gramin Bank were transferred to Pragathi Gramin Bank w.e.f 12.09.2005. The 1st Party rendered more than 20 years of service continuously in the 2nd Party Bank. The temporary workman in the 2nd Party formed a Trade Union in the name 'Pragathi Gramin Bank Daily Wager Workers Union' and the 1st Party workman was elected as its General Secretary. An Industrial Tribunal raised by the said Union seeking regularisation of service of the Temporary Employees is pending adjudication before this Tribunal in CR 22/2013 and the 1st party workman is one of the concerned workmen in the above dispute; with a view to victimise the workman for his Trade Union activities, the 2nd Party refused employment to him w.e.f 29.04.2012. The action of the 2nd Party is illegal; his services could not have been terminated without giving him prior notice of one month or wages in lieu of the notice with retrenchment compensation for service rendered by him. He has no other source of livelihood.

2. The 2nd Party countered the claim contending,

they engage Coolies occasionally for doing menial works in the Branches; their engagement is only for few hours depending on the requirement of the day for the works of cleaning, sweeping and watering. The 1st Party is one such coolie engaged for cleaning, sweeping and watering work; his work is not regular; they do not engage daily wagers; coolie charges is paid proportionately depending on the number of hours worked by the person engaged. For engaging such coolies, they need not fulfil the conditions with regard to the education or age.

The question of refusal of work does not arise in respect of coolies, as their engagement is passed on requirement. On 29.04.2013, there was no requirement hence, he was not engaged. His engagement was not through Employment Exchange and he has not competed with other eligible candidates. The allegations made in the claim statements are denied.

3. Both parties have adduced their side of evidence. The Senior Manager of the 2nd Party was their witness and the 1st Party workman adduced his rebuttal evidence. Both have reiterated their stands as pleaded in their respective statements.

MW1 / Senior Manager of the 2nd Party during the course of the cross-examination admitted that, presently the workman is serving the 2nd Party, consequent upon a tripartite settlement between the parties and he is a concerned workman in CR 22/2013 where the issue is regularisation of servicers of the casual workman.

The 1st Party to substantiate his claim produced documents Ex W-1 to Ex W-23. Vital among them are the Certified Copies pertaining to a dispute raised by him before the Gratuity Authorities, debit vouchers pertaining to the wages paid to him by the 2nd Party and the copy of the Tripartite Settlement (Ex W-23) dated 21.11.2016.

4. The Tripartite Settlement dated 21.11.2016 was between the Pragathi Krishna Gramin Bank Naukarara Okkota and the Management of the Pragathi Krishna Gramin Bank. As per the terms of the Settlement, the Management agreed to enrol the servicers of the 1st Party workman along with seven others who were earlier called as coolies and they would report to the respective Branches on or before 25.11.2016. Under the very same Settlement, it was also agreed between the parties to continue the present Industrial Dispute ID 05/2014. The Management have agreed not to proceed with the Gratuity case pending before the ALC (Central) and the controlling Authority under the payment of Gratuity Act 1972, since the Management agreed to provide work in terms of settlement.

Another important terms of Settlement under Ex W-23 was,

“8. Both the parties agreed to incorporate circular No. 131/2016-2017 dated 25.10.2016 with regard to engaging of casual workers by branches / offices as part of this settlement which contains the maintenance of attendance register for casual workers, extending the benefits of PF, Bonus and other statutory benefits to the casual workers w.e.f. 02.11.2016 and rename the ‘coolies’ as ‘casual workers’.”

5. The identity of the 1st Party workman not disputed, the 2nd Party by their own action i.e., entering into Settlement vide annexure W-23 have agreed to recognise the 1st Party workman as casual worker and extend all the statutory benefits w.e.f 02.11.2016.

As per the submission at the Bar, consequent upon the Settlement the 2nd Party took him on duty and he is serving from 21.11.2016. That being so no Industrial Dispute contemplated Under Section 2-A of the ID Act is ensuing between the parties, no relief in exercise of jurisdiction under Section 11-A of Industrial Dispute Act, 1947 is warranted by way of Award.

AWARD

The petition filed by the 1st Party workman Sh. Thippeswamy. H, under Section 2-A of the Industrial Dispute Act, 1947 seeking reinstatement into his original post is dismissed.

(Dictated to o/s L D C, transcribed by her, corrected and signed by me on 17th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 45.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटका ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 07/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 प्राप्त हुआ था।

[सं. एल-12025/01/2020-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 45.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.07/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Karnataka Gramin Bank and their workmen, received by the Central Government on 08.01.2020.

[No. L-12025/01/2020-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 17TH December 2019**PRESENT** : JUSTICE SMT. RATNAKALA, Presiding Officer**ID NO. 07/2014****I Party**

Sh. T. Shivaraj,
R/at Hosahalli Village,
Hovindu Post,
Hosadurga Taluk and District.

II Party

The Chairman,
Karnataka Gramin Bank,
Head Office, P.B. No. 55,
Sangankal Road, Gandhinagar,
Bellary – 583 103.

Appearance :

Advocate for I Party : Mr. A.V. Srinivas
Advocate for I Party : Mr. B.C. Prabhakar

AWARD

1. It is an Industrial Dispute raised by an Individual Workman Under Section 2-A of the Industrial Dispute Act 1947 against his Employer / Pargathi Gramin Bank which now on amalgamation is Karnataka Gramin Bank.

Case of the 1st party workman is,

he joined the service of the erst while Chitradurga Gramin Bank on 08.07.1992 as temporary employee on daily wage basis and worked in various Branches. It was a Regional Rural Bank established by Government of India and was notified by the Reserve Bank; vide notification dated 12.09.2005, Tungabhadra Gramin Bank, Kolar Gramin Bank, Sahyadri Gramin Bank amalgamated with Chitradurga Gramin Bank, consequently Pragathi Gramin Bank came into existence w.e.f 12.09.2005 and is sponsored by Canara Bank. The services of the permanent and temporary employees in Tungabhadra Gramin Bank were transferred to Pragathi Gramin Bank w.e.f 12.09.2005. The 1st Party rendered more than 20 years of service continuously in the 2nd Party Bank. The temporary workman in the 2nd Party formed a Trade Union in the name Pragathi Gramin Bank Daily Wager Workers Union and the 1st Party workman was elected as its General Secretary. An Industrial Tribunal raised by the said Union seeking regularisation of service of the Temporary Employees is pending adjudication is pending before this Tribunal in CR 22/2013 and the 1st party workman is one of the concerned workmen in the above dispute; with a view to victimise the workman for his Trade Union activities the 2nd Party refused employment w.e.f 07.05.2013. The action of the 2nd Party is illegal; his services could not have been terminated without giving him prior notice of one month or wages in lieu of the notice and retrenchment compensation for service rendered by him; he has no other source of livelihood.

2. The 2nd Party countered the claim,

they engage Coolies occasionally for doing menial works in the Branches; their engagement is only for few hours depending on the requirement of the day for the works of cleaning, sweeping and watering. The 1st Party is one such coolie engaged for cleaning, sweeping and watering work; his work is not regular; they do not engage daily wagers; coolie charges is paid proportionately depending on the number of hours worked by the person engaged. For engaging such coolies, they need not fulfil the conditions with regard to the education or age. He approached the Bank on 07.05.2013, since there was no requirement he was not engaged. His engagement was not through Employment Exchange and he has not competed with other eligible candidates. The allegations made in the claim statements are denied.

3. Both parties have adduced their side of evidence. The Senior Manager of the 2nd Party was their witness and the 1st Party workman adduced his rebuttal evidence. Both have reiterated their stands as pleaded in their respective statements.

MW1 / Senior Manager of the 2nd Party during the course of the cross-examination admitted that, presently the workman is serving the 2nd Party, consequent upon a tripartite settlement between the parties and he is a concerned workman in CR 22/2013 where the issue is regularisation of servicers of the casual workman.

The 1st Party to substantiate his claim among other things, produced the documentary evidence (Ex W-1 to Ex W-23). Vital among them are, the Certified Copies pertaining to a dispute raised by him before the Gratuity Authorities, his account extract maintained in the Bank and the copy of the Tripartite Settlement (Ex W-23).

4. The Tripartite Settlement dated 21.11.2016 was between the Pragathi Krishna Gramin Bank Naukarara Okkota and the Management of the Pragathi Krishna Gramin Bank. As per the terms of the Settlement, the Management agreed to enrol the servicers of the 1st Party workman along with seven others who were earlier called as coolies and they would report to the respective Branches on or before 25.11.2016. Under the very same Settlement, it was also agreed between the parties to continue the present Industrial Dispute ID 07/2014. The Management have agreed not to proceed with the Gratuity case pending before the ALC (Central) and the controlling Authority under the payment of Gratuity Act 1972, since the Management agreed to provide work in terms of settlement.

Another important terms of Settlement under Ex W-23 was,

“8. Both the parties agreed to incorporate circular No. 131/2016-2017 dated 25.10.2016 with regard to engaging of casual workers by branches / offices as part of this settlement which contains the maintenance of attendance register for casual workers, extending the benefits of PF, Bonus and other statutory benefits to the casual workers w.e.f. 02.11.2016 and rename the ‘coolies’ as ‘casual workers’.”

5. The identity of the 1st Party workman not disputed, the 2nd Party by their own action i.e., entering into Settlement the vide annexure W-23 have agreed to recognise the 1st Party workman as casual worker and extend all the statutory benefits w.e.f 02.11.2016.

As per the submission at the Bar, consequent upon the Settlement the 2nd Party took him on duty and he is serving from 21.11.2016. That being so no Industrial Dispute contemplated Under Section 2-A of the ID Act ensues between the parties and no relief in exercise of Jurisdiction under Section 11-A of the Industrial Dispute Act, 1947 is warranted by way of Award.

AWARD

The petition filed by the 1st Party workman Sh. T. Shivaraj, under Section 2-A of the Industrial Dispute Act, 1947 for reinstatement to his original post is dismissed.

(Dictated to o/s L D C, transcribed by her, corrected and signed by me on 17th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 8 जनवरी, 2020

का.आ. 46.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैन्नई के पंचाट (संदर्भ संख्या 2/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 प्राप्त हुआ था।

[सं. एल-12012/77/2016-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 46.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.2/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 08.01.2020.

[No. L-12012/77/2016-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI****Present : DIPTI MOHAPATRA, LL.M., PRESIDING OFFICER****I.D. No. 2/2018**17th Dec., 2019

Sri T. Kathirvel
Nlo. 210, North Street
Karuveppilankurichi Village & Post
Cuddalore-606110

: 1st Party/Petitioner**AND**

1. The Regional Manager (Disciplinary Authority)
State Bank of India, Regional IV
Trichy-620001

: 2nd Party/1st Management

2. The Dy. General Manager (Appellate Authority)
State Bank of India Disciplinary
Proceedings Cell), Administrative Office
No. 21, Mc Donalds Road
Trichy-620001

: 2nd Party/2nd Management**Appearance:**

For the 1st Party/Petitioner : Advocate, M/s K.M. Ramesh

For the 2nd Party/Respondents : Advocate, Sri S. Makesh

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/77/2016-IR (B.I) dtd. 19.12.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of State Bank of India, Region-4, Tiruchirappalli Zone, in awarding a punishment of “Removed from the Service w.e.f. 23.03.2015 to Sri T. Kathirvel is appropriate and justified? If not, what relief the workman is entitled to?”

2. On receipt of the above reference from the appropriate Government, the dispute on reference is registered in ID No. 2/2018 and notices were issued to both the parties for their appearance.

3. Both parties accordingly entered appearance. The Learned Counsel for the petitioner files a Memo to dispose of the instant ID case i.e. 2/2018 on the ground stated therein. Heard. It is submitted that the petitioner, T. Kathirvel initiated the dispute in ID No. 36/2016 vide his 2A Application challenging the legality of the action of the Respondent by removing the Petitioner him service. The Petitioner prays for an order of direction of the Tribunal to the Respondent for his reinstatement in service and consequential benefits. The said ID case was disposed of by this Tribunal on 20.07.2017 on merit holding that the Petitioner was not entitled to any relief. The Award dtd. 20.07.2017 was challenged by the petitioner before the Hon’ble High Court of Madras in WP No. 5675/2018 which was dismissed occasioning the petitioner to file a Writ Appeal before the Hon’ble Court in WA No. 2108/2018.

4. It is further submitted that basing on the Failure Report of the ALC the Appropriate Government has made the reference for the same cause of action directing the Tribunal for adjudication. Since the Tribunal has already adjudicated the 2A Application vide its Award dtd. 20.07.2017 in ID 36/2016, there exists no dispute for adjudication. Hence prayed for disposal of the instant ID 2/2018.

5. The Counsel for the Respondent raises no objection to the submission. Perused the record of ID 36/2016. The Petitioner, T. Kathirvel is found to have moved the Tribunal vide its 2A Application challenging the order of his dismissal from service by the Respondents. The Petitioner approached the Labour Machinery raising the dispute but as the dispute could not be resolved before the Labour Machinery, the Conciliation Officer Chennai (C), he approached this Forum within the stipulated period vide 2A Application which was accordingly registered in ID 36/2016 which was

adjudicated by the Tribunal vide Award dtd. 20.07.2017 against the Petitioner. The Applicant-Petitioner being aggrieved with the Award, he approached the Hon'ble High Court of Madras vide WP 5675/2018. The Writ Petition was dismissed vide the Hon'ble Court's order dtd. 14.03.2018 (the said order of the Hon'ble Court finds place in the ID record 36/2016). It further appears that 5 months after the Award was passed in ID 36/2016 on 20.07.2017, the reference dated 19.12.2017 of the Appropriate Government, on the same subject was received by this Tribunal which was registered as ID 2/2018. It reveals perhaps the Petitioner T. Kathirvel was not aware of the reference. Besides, after registration of the ID case on the basis of the reference the case is listed to several dates for appearance of the Petitioner. Ultimately, the Representing Counsel for the Petitioner appears and clarifies the status of the case praying to dispose of the matter as there exists no more dispute. In the circumstance, taking into consideration the entire fact as discussed above, it is felt the submission of the Learned Counsel on behalf of the Petitioner and the facts mentioned in the Memo deserves careful consideration as got sufficient force.

Thus, in view of the Award passed by this Tribunal vide Award dtd. 20.07.2017 and the order of the Hon'ble High Court of Madras in WP No. 5675/2018, it is held that there exists no dispute for adjudication in consonance to the reference.

In the result the reference is answered against the petitioner.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

(Dictated and transcribed by PA and corrected and pronounced in the open court on this day the 17th Dec., 2019)

नई दिल्ली, 8 जनवरी, 2020

का.आ. 47.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई सी आई बैंक लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 मुंबई के पंचाट (संदर्भ संख्या 48/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 प्राप्त हुआ था।

[सं. एल-12012/20/2017-आईआर (बी-1)]
बी. एस. बिष्ट, अवर सचिव

New Delhi, the 8th January, 2020

S.O. 47.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 48/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of I.C.I.C.I Bank Ltd. and their workmen, received by the Central Government on 08.01.2020.

[No. L-12012/20/2017-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT: M. V. Deshpande, Presiding Officer

REFERENCE NO.CGIT-2/48 of 2017

EMPLOYERS IN RELATION TO THE MANAGEMENT OF I.C.I.C.I BANK LTD.

The Regional Head,
I.C.I.C.I. Ltd.,
Panandikar Chambers, New Fatima Cinvent,
Muguel Loyola, Fortado Road, Margao,
Goa – 403601.

The Zonal Head [HR],
I.C.I.C.I. Ltd.,
Bandra Kurla Complex, Mumbai,
Maharashtra – 400 051.

**AND
THEIR WORKMEN**

Shri Sarvesh Anant,
Gawas Saleli,
Donda Valpol, Sattari,
Goa.

APPEARANCES:

FOR THE EMPLOYER : Mr. R. S. Pai, Advocate

FOR THE WORKMEN : No appearance

Mumbai, dated the 9th December, 2019

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/20/2017 – IR (B-1) dated 17.10.2017. The terms of reference given in the schedule are as follows :

“Whether the action of the management of ICICI Bank Ltd., Regional Office Panaji, Goa in terminating the service of Shri Sarvesh Anant Gawas by treating his absence as voluntary abandonment of service w.e.f. 24.10.2016 is legal, justified and proper ? If not to what relief Shri Sarvesh Anant Gawas is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. On going through the Roznama, it appears that the concerned workman is absent since 28.12.17. He has not filed statement of claim to substantiate his contentions.

4. Hence the reference is liable to be rejected for want of evidence. Hence order.

ORDER

Reference is rejected for want of evidence.

Date: 09.12.2019

M.V. DESHPANDE, Presiding Officer